SOLICITATION, OFFER AND AWARD

I. THIS CONTRACT IS A RATED ORDER UNDER DFARS (15 CFR 701)

RATING DX-C3 PAGE OF PAGES 1 71

2. CONTRACTING NO. HQ0147-14-D-0005

3. SOLICITATION NO. HQ0147-12-R-0005

4. TYPE OF SOLICITATION [ ] SEALEO BID (FBP) [ ] NEGOTIATED (FRP)

5. DATE ISSUED 17 Apr 2012

6. REQUISITION/PURCHASE NO. H0147265009

7. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE

CODE: H0147

TFL: TEL:

FAX:

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in (REFERENCE SECTION L) until local time. CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:

A. NAME

B. TELEPHONE (Include area code) (NO COLLECT CALLS)

C. E-MAIL ADDRESS

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X E INSPECTION AND ACCEPTANCE

X F DELIVERIES OR PERFORMANCE

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PART II - CONTRACT CLAUSES

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

PART IV - REPRESENTATIONS AND INSTRUCTIONS

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

INSTRS. CONDS. AND NOTICES TO OFFERORS

EVALUATION FACTORS FOR AWARD

PART V - FORMS OF OFFER

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT

(See Section I, Clause No. 52.232-8)

14. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO. DATE AMENDMENT NO. DATE

15A. NAME AND ADDRESS OF OFFEROR

CODE: 5U755 FACILITY:

15B. TELEPHONE NO. (include area code) 

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

17. SIGNATURE

18. OFFER DATE

award (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

$73,361,422.00

21. ACCOUNTING AND APPROPRIATION

See Schedule

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION

10 U.S.C. 2304(c) [ ] 41 U.S.C. 253(c) [ ]

23. SUBMIT INVOICES TO ADDRESS SHOWN IN

ITEM

24. ADMINISTERED BY (Other than Item 7) CODE: S1022A

DOMA ORLANDO

3350 MAGUIRE BOULEVARD

ORLANDO FL 32803-3700

25. PAYMENT WILL BE MADE BY

DfS AUSLUSF - NAVY ACQUISITION

5600 E BROAD STREET BLDG 2

COLUMBUS OH 43219

26. NAME OF CONTRACTING OFFICER (Type or print)

(b)(6)

EMAIL:

28. AWARD DATE

31-Oct-2013

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.
CONOPS AND CLIN STRUCTURE

The Baseline Medium Range Ballistic Missile (MRBM) Launch Vehicle (LV) and support equipment (to include any required Carriage Extraction System (CES) for air launch) that meets all Type 1 requirements and contractor-selected Type 2 requirements will be designed, and qualified under CLIN 0001 - MRBM Launch Vehicle (LV) (Non-Recurring). The NRE and first unit of 1) Ground Launch Equipment (Kit H-1), 2) Carriage Extraction System (Kit H-2), 3) Air Launch Equipment (Kit H-3), and the 4) Handling and Test Equipment (Kit H-4) will be delivered under CLIN 0001. Recurring manufacturing of Baseline MRBM LV (including the first unit) will be procured through CLIN 0002/0102 - MRBM Launch Vehicle (Recurring). Modified Ballistic Reentry Vehicles (MBRV) and cannisterized Associated Objects (AO) will be provided as government furnished equipment. Type 2 requirements not included in the Baseline design will be acquired through kits which will be designed and developed using CLIN 0003/0103 Kits (Non-Recurring). Each non-recurring kit development will result in the delivery of a kit which can be integrated with the Baseline LV. Subsequent kits will be manufactured using CLIN 0004/0104 Kits (Recurring). Kit integration will be included under CLIN 0003/0103 or 0004/0104. Kit H-3 (Air Launch Equipment) consumables will be procured with Kit H-2 (CES). Once manufactured and accepted, all MRBM LV and kit hardware and software will be transported, stored, maintained, and sustained using Contractor Logistics Support under CLIN 0005/0105 – Integrated Logistics Support (ILS) and CLIN 0006/0106 ILS Surge hours. Pre-Mission Analysis will be performed under CLIN 0007/0107 – Pre Mission Analysis. Pre-mission analysis for a planned target launch will be initiated by Government notification letter(s) providing initial mission requirements. Post mission analysis of the target’s flight characteristics will be performed using CLIN 0008/0108 – Post Mission Analysis. Air Target Launch Preparation will be performed under CLIN 0009/0109 – Air Launch Preparation. Target launch preparation will be initiated by notification from the Government and will include target integration (to include GFE MBRV, kits, and GFE), ground test, and checkout sufficient to ensure target functionality and reliability. Target Launch Preparation activities for each target will conclude with Pre Ship Readiness Review (PSRR). Ground Target Launch Preparation will be performed under CLIN 0010/0110 – Ground Launch Preparation. Target launch preparation will be initiated with notification from the Government and will include target integration (to include GFE MBRV, kits, and GFE), ground test, and checkout, sufficient to ensure target functionality and reliability. Target Launch Preparation activities for each target will conclude with Pre Ship Readiness Review (PSRR). CLIN 0011/0111 – Air Target Launch Execution will be initiated by notification from the Government and will include integration with the test range, final launch preparation, countdown rehearsal, and launch. Air Target Launch Execution will include final integration and checkout prior to airplane integration, liftoff at the staging airfield, and ground communications/instrumentation verification at the staging airfield. Target Launch Execution will conclude with completion of the mission. CLIN 0012/0112 – Ground Target Launch Execution will be initiated by notification from the Government and will include integration with the test range, final launch preparation, countdown rehearsal, and launch. This effort will include final assembly, integration, and checkout of a target at a launch site (e.g. Pacific Missile Range Facility (PMRF) or Reagan Test Site (RTS)). Target Launch Execution will conclude with completion of the mission. Studies, analysis and engineering services will be acquired using task instructions issued against CLIN 0013/0113 – BMDS Engineering Services. Other Direct Costs and Data will be obtained under CLINs 0014/0114 – Other Direct Cost and 0015/0115 – Data respectively. Performance Incentive Fee is obtained in CLIN 0016 – Performance Incentive Pool.

Note: CLINs 0003-0004, 0006-0012 and 0102-0115 are Option CLINs that may or not be exercised at the discretion of the Government.
Section B - Supplies or Services and Prices

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<th>QUANTITY</th>
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</table>

CPIF
NRE and First Unit of Kits H1- H4 is priced and deliverable under CLIN 0001. See Statement of Objectives Section 2.1. Share ratio is [D](Government) [D](Contractor above and below target cost. Applicable PWS Paragraphs 1.1.1.1, 1.1.1.5, 1.1.2.1, 1.1.2.3, 1.1.2.4, 1.1.2.6, 1.1.2.7, 1.1.2.8, 1.1.3.5, 1.1.3.6, 1.1.4.1, 1.1.4.2, 1.1.4.3, 1.1.4.5, 1.1.4.6, 1.1.4.7, 1.1.5.2, 1.1.5.5, 1.1.5.6, 1.1.5.7, 1.1.5.9, 1.1.6.1, 1.1.7.2, 1.1.7.3, 1.1.7.4, 1.1.7.5, 1.1.8.1, 1.5.1.1, 1.5.1.2, 1.5.1.4, 1.5.1.5, 1.5.2.1, 1.5.2.2, 1.5.2.3, 1.6.1.1, 1.6.2.1, 1.6.5.1, 1.6.6.1, 1.7.1.1, 1.7.2.1, 1.10.1.1, 1.10.3.1, 1.10.3.2, 1.10.3.3, 1.14.1.1, 1.14.2.1, & 2.4.2.1.

CLIN 0001 effort includes [b](4) hours of effort proposed under the Head Start program, which is required for LV NRE effort, but is not reflected in the value of this CLIN. L-3 is entirely funding the Head Start Program at private expense. Head Start Program costs will not be charged to the Government. L-3 will disclose those Head Start Program costs to the Government. L-3 will provide Head Start Program work plans and accomplishments against the plans to the Government. Intellectual Property developed on the Head Start Program will be provided to the Government with unlimited data rights.

TARGET COST
TARGET FEE
TOTAL TGT COST + FEE
MINIMUM FEE
MAXIMUM FEE
SHARE RATIO ABOVE TARGET
SHARE RATIO BELOW TARGET
**ITEM NO** | **SUPPLIES/SERVICES** | **QUANTITY** | **UNIT** | **UNIT PRICE** | **AMOUNT**
--- | --- | --- | --- | --- | ---
000101 | Inc Funding for CLIN 0001 | | | | (b)(4)
000201 | Inc. Funding for CLIN 0002 | | | | (b)(4)

MRBM Launch Vehicle (Recurring) FPI

Contractor shall provide 6 targets IAW Statement of Objectives Section 2.2. Includes the target hardware and facilities directly associated with building the target system. Share ratio is the Government and Contractor above and below target cost and the ceiling price is of target cost. Applicable PWS Paragraphs 1.1.1.2, 1.1.1.5, 1.1.1.6, 1.1.2.1, 1.1.2.2, 1.1.2.3, 1.1.2.4, 1.1.2.5, 1.1.2.6, 1.1.2.7, 1.1.2.8, 1.1.3.5, 1.1.3.6, 1.1.4.1, 1.1.4.2, 1.1.4.3, 1.1.4.5, 1.1.4.6, 1.1.4.7, 1.1.5.2, 1.1.5.5, 1.1.5.6, 1.1.5.7, 1.1.5.8, 1.1.5.9, 1.1.6.1, 1.1.8.1, 1.5.1.1, 1.5.1.5, 1.6.1.1, 1.6.2.1, 1.6.4.1, 1.6.5.1, 1.6.6.1, 1.10.2.1, 1.10.3.1, 1.10.5.2, 2.4.2.1, 2.4.5.1, & 2.8.1.1.

**TARGET COST**
**TARGET PROFIT**
**TOTAL TARGET PRICE**
**CEILING PRICE**
**SHARE RATIO ABOVE TARGET**
**SHARE RATIO BELOW TARGET**

| **ITEM NO** | **SUPPLIES/SERVICES** | **QUANTITY** | **UNIT** | **UNIT PRICE** | **AMOUNT** |
--- | --- | --- | --- | --- | ---
0002 | MRBM Launch Vehicle (Recurring) FPI | Each | | | (b)(4) |
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Kits (Non-Recurring)

CPIF

See Statement of Objectives, Section 2.3. Table L-12, Kits Non-recurring Development Cost, will be incorporated in the CLIN Pricing Table in Section J of the contract. This option may be exercised in increments of 1 up to 6 times. Each exercise can include any combination of kits from Table L-11. Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). This CLIN will be exercised IAW FAR Option Clause 52.217-7. NRE and first unit of Kits A-G is priced and deliverable under CLIN 0003. Kit integration for first unit of Kits A-G will be priced under CLIN 0003. Share ratio is Government Contractor above and below target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror's CLIN pricing tables. Applicable PWS Paragraphs 1.1.7.1, 1.1.7.7, 1.1.7.9, 1.1.7.10, 1.1.7.11, 1.6.2.1, 1.7.1.1, 1.7.2.1, & 2.4.2.1

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FPI

See Statement of Objectives Section 2.4, Table L-13. Kits Unit Costs table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. This option may be exercised in increments of 1 up to 6 times. Each exercise can include any number or combination of kit items from Table L-11. Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). This CLIN will be exercised IAW FAR Option Clause 52.217-7. The contractor will provide unit pricing for each kit and the government will decide at a later date which kit or kits will be used for a particular mission. Kit integration for each kit produced will be priced under CLIN 0004. Kit H-3 consumables will be procured with Kit H-2 CES. Share ratio is (b)(4). Contractor above and below target cost and the ceiling price is (b)(4) of target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror's CLIN pricing tables. Applicable PWS Paragraphs 1.1.7.1, 1.1.7.2, 1.1.7.3, 1.1.7.4, 1.1.7.5, 1.1.7.7, 1.1.7.9, 1.1.7.10, 1.1.7.11, 1.6.2.1, & 2.4.2.1

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## Item No 0005

**Supplies/Services:** Integrated Logistics Support (ILS)

**Quantity:**

**Unit:** Hours

**Unit Price:**

### ESTIMATED COST

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### FIXED FEE

### TOTAL EST COST + FEE

### Table L-15, ILS Hours and Dollars Table

See Statement of Objectives Section 2.5. Labor costs associated with logistics support for targets. Logistics support costs for targets will include, but not be limited to transportation, sustainment, inventory management of LV modules or integrated LV (whichever is applicable), and preventative maintenance. Table L-15, ILS Hours and Dollars table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. In the performance of this CLIN, the contractor shall provide direct productive labor hours (DPLH) level of effort (LOE) within the time periods as set forth in Section F. DPLHs are defined as prime contractor, consultant, and subcontractor actual direct fully burdened labor hours. The estimated number of DPLH multiplied by the DPLH rate is used to estimate the CLIN value. Applicable PWS Paragraphs 2.8.2.1, 2.8.3.1, 2.8.3.2, 2.8.3.3, & 2.8.4.1.

## Item No 0006

**Supplies/Services:** ILS Surge

**Quantity:**

**Unit:** Hours

**Unit Price:**

### ESTIMATED COST

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### FIXED FEE

### TOTAL EST COST + FEE

### Table L-15, ILS Hours and Dollars Table

See Statement of Objectives Section 2.5. ILS Surge costs for targets will include, but not be limited to transportation, sustainment, inventory management of LV modules or integrated LV (whichever is applicable), and preventative maintenance. Table L-15, ILS Hours and Dollars table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. In the performance of this CLIN, the contractor shall provide direct productive labor hours (DPLH) level of effort (LOE) within the time periods as set forth in Section F. DPLHs are defined as prime contractor, consultant, and subcontractor actual direct fully burdened labor hours. The estimated number of DPLH multiplied by the DPLH rate is used to estimate the CLIN value. Contractor to propose 100% of hours proposed in CLIN 0005. These hours may be exercised in the event the hours are exhausted under CLIN 0005. If this CLIN is exercised the hours will be added to CLIN 0005. No funding will ever be added to this CLIN. This CLIN will be exercised in accordance with FAR 52.217-7 Applicable PWS Paragraphs 2.8.2.1, 2.8.3.1, 2.8.3.2, 2.8.3.3, & 2.8.4.1.
ITEM NO
0007

SUPPLIES/SERVICES
Pre-Mission Analysis

QUANTITY
Lot

UNIT

UNIT PRICE

AMOUNT

OPTION

FPI

See Statement of Objectives Section 2.6. Table L7, Pre-Mission Analysis Unit Cost table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. In particular, the contractor shall provide the pre-mission data products as defined in the government notification letter. NOTE: This option may be exercised in increments of 1 up to 6 times. Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). This CLIN will be exercised IAW FAR Option Clause 52.217-7. Share ratio is \( \frac{\text{Government}}{\text{Contractor}} \) above and below target cost and the ceiling price is \((b)(4)\) of target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror's CLIN pricing tables. Applicable PWS Paragraphs 2.1.1.1, 2.1.2.1, 2.2.1.1, 2.2.4.1, 2.3.1.1, 2.3.1.2, & 2.5.1.1.

TARGET COST

TARGET PROFIT

TOTAL TARGET PRICE

CEILING PRICE

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

\( (b)(4) \)
See Statement of Objectives Section 2.6. Table L-8, Post Mission Analysis Unit Cost table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. NOTE: This option may be exercised in increments of 1 up to 6 times. Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). This CLIN will be exercised IAW FAR Option Clause 52.217-7. Share ratio is [b] Government [b] Contractor above and below target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror's CLIN pricing tables.

Applicable PWS Paragraphs 2.1.2.2, 2.3.1.4, 2.4.1.1, 2.4.2.1, 2.4.4.1, 2.4.5.1, & 2.4.6.1.

TARGET COST
TARGET FEE
TOTAL TGT COST + FEE
MINIMUM FEE
MAXIMUM FEE
SHARE RATIO ABOVE TARGET
SHARE RATIO BELOW TARGET
ITEM NO 0009
OPTION

SUPPLIES/SERVICES

Air Target Launch Preparation

QUANTITY

UNIT Lot

UNIT PRICE

AMOUNT

See Statement of Objectives Section 2.7. Includes all labor and materials required to prepare a target for launch (Note: Kit integration costs are priced under CLINs 0003 and 0004). Table L-9, Target Launch Prep Unit Price table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract.

NOTE: This option may be exercised in increments of 1 up to 7 times. Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). This CLIN will be exercised IAW FAR Option Clause 52.217-7. Share ratio is [b](4) Government [b] Contractor above and below target cost and the ceiling price of target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror's CLIN pricing tables. Applicable PWS Paragraphs 1.1.7.1, 1.1.7.2, 1.1.7.3, 1.1.7.4, 1.1.7.7, 1.1.7.9, 1.1.7.10, 1.1.7.11, 2.6.1.1, 2.6.2.1, 2.8.1.1, & 2.13.1.1.

TARGET COST

TARGET PROFIT

TOTAL TARGET PRICE

CEILING PRICE

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET
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**FPI**

See Statement of Objectives Section 2.7. Includes all labor and materials required to prepare a target for launch (Note: Kit integration costs are priced under CLINs 0003 and 0004). Table L-9, Target Launch Prep Unit Price table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. **NOTE:** This option may be exercised in increments of 1 up to 7 times. Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). This CLIN will be exercised IAW FAR Option Clause 52.217-7. Share ratio is [b](4). Government/Contractor above and below target cost and the ceiling price is [b](4) of target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror's CLIN pricing tables. Applicable PWS Paragraphs 1.1.7.1., 1.1.7.2., 1.1.7.3, 1.1.7.4, 1.1.7.7, 1.1.7.9, 1.1.7.10, 1.1.7.11, 2.6.1.1, 2.6.2.1, 2.8.1.1, & 2.13.1.1.

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FPI

See Statement of Objectives Section 2.7. Includes all labor and material directly related to Launch Execution. Table L-10, Launch Execution Unit Price table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract.

NOTE: This option may be exercised in increments of 1 up to 6 times. Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). This CLIN will be exercised IAW FAR Option Clause 52.217-7. Share ratio is [(b)(4)] of government [(b)(4)] contractor above and below target cost and the ceiling price is (b)(4) of target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror's CLIN pricing tables. Applicable PWS Paragraphs 2.2.2.1 & 2.2.3.1.

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<td>(b)(4)</td>
<td>(b)(4)</td>
</tr>
<tr>
<td>ITEM NO</td>
<td>SUPPLIES/SERVICES</td>
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<td>UNIT</td>
<td>UNIT PRICE</td>
<td></td>
</tr>
<tr>
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<td>----------</td>
<td>------</td>
<td>------------</td>
<td></td>
</tr>
<tr>
<td>0012</td>
<td>Ground Target Launch Execution</td>
<td></td>
<td>Lot</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**FPI**

See Statement of Objectives Section 2.7. Includes all labor and material directly related to Launch Execution. Table L-10, Launch Execution Unit Price table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract.

**NOTE:** This option may be exercised in increments of 1 up to 6 times. Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). This CLIN will be exercised IAW FAR Option Clause 52.217-7. Share ratio is (b)(4) Contractor above and below target cost and the ceiling price is (b)(4) of target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror’s CLIN pricing tables. Applicable PWS Paragraphs 2.2.2.1 & 2.2.3.1.

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
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<th>UNIT</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>0013</td>
<td>BMDS Engineering Services</td>
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<td>Hours</td>
<td></td>
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</tbody>
</table>

**CPFF**

Total DPLH (b)(4) See Statement of Objectives Section 2.8. Table L-14, Engineering Services Cost Plus Fixed Fee (CPFF) table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. Contractor to propose cost plus fixed fee labor rate for this CLIN. **NOTE:** The contractor shall incur costs under this CLIN only in the performance of Task Instructions and revisions to instructions issued by the Contracting Officer. This CLIN will be utilized IAW Section J, Attachment 13 - Task Instructions. Applicable PWS Paragraph 4.2.1.1.
### Item No 0014
**Supplies/Services:** Other Direct Costs

#### Other Direct Costs

This CLIN is to be utilized for non-labor costs related to CLIN 0005, Integrated Logistics Support for transportation, material (i.e., peculiar support equipment, common support equipment, facilities and spares/repair parts), and miscellaneous expenses and for travel. This CLIN will be utilized for material and miscellaneous expenses in support of CLIN 0013 in accordance with FAR 52.216-11. There is NO FEE paid on this CLIN. Any purchases/expenses above Simplified Acquisition Threshold of $100,000 will require the contractor to provide price justification for PCO approval before costs are incurred.

#### Estimated Cost

<table>
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<th>Item No</th>
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<th>Unit Price</th>
<th>Amount</th>
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<tbody>
<tr>
<td>0014</td>
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<td><a href="4">b</a></td>
<td></td>
<td></td>
<td><a href="4">b</a></td>
</tr>
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</table>

### Item No 0015
**Supplies/Services:** Data FFP

#### Data FFP

Data item deliverables in support of CLINs 0001 through 0015 as called out in the attached Contract Data Requirements List (CDRLs)/DD 1423s in Section J Attachment #8.

#### Net AMT

<table>
<thead>
<tr>
<th>Item No</th>
<th>Supplies/Services</th>
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<td>SUPPLIES/SERVICES</td>
<td>QUANTITY</td>
<td>UNIT</td>
<td>UNIT PRICE</td>
<td>AMOUNT</td>
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<tr>
<td>0016</td>
<td>Performance Incentive</td>
<td>[b] Lot</td>
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<td>(b)(4)</td>
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</tbody>
</table>

Performance Incentive Pool

Cost

Reference Section H- Performance Incentive Fee and Section J Attachment 16. Incentive Plan, as applicable. The parent CLIN will be incrementally funded via SubCLINs and payment will be made via public vouchers submitted periodically during the PoP as identified in Section F.

ESTIMATED COST

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
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NET AMT

<table>
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<th>UNIT</th>
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<th>AMOUNT</th>
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<tr>
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<td>RESERVED</td>
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<td>(b)(4)</td>
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</table>

NET AMT
See Statement of Objectives Section 2.2. Includes the target hardware and facilities directly associated with building the target. Table L-5, LV recurring unit costs will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. This option may be exercised in increments of 1 or more, up to 12 times (for a maximum quantity of 12 units). Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). This CLIN will be exercised per FAR Option Clause 52.217-7. Share ratio is [b](4) of target cost. The Government will complete the values below for this contract upon contract award using the values provided in the Offeror’s CLIN pricing tables. Applicable PWS Paragraphs 1.1.1.2, 1.1.1.5, 1.1.1.6, 1.1.2.1, 1.1.2.2, 1.1.2.3, 1.1.2.4, 1.1.2.5, 1.1.2.6, 1.1.2.7, 1.1.2.8, 1.1.3.5, 1.1.3.6, 1.1.4.1, 1.1.4.2, 1.1.4.3, 1.1.4.5, 1.1.4.6, 1.1.4.7, 1.1.5.2, 1.1.5.5, 1.1.5.6, 1.1.5.7, 1.1.5.8, 1.1.5.9, 1.1.6.1, 1.1.6.2, 1.5.1.1, 1.5.1.5, 1.6.1.1, 1.6.2.1, 1.6.4.1, 1.6.5.1, 1.6.6.1, 1.10.2.1, 1.10.3.1, 1.10.3.2, 2.4.2.1, 2.4.5.1, & 2.8.1.1.
See Statement of Objectives, Section 2.3. Table L-12, Kits Non-recurring Development Costs table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. This option may be exercised in increments of 1 up to 12 times. Each exercise can include any combination of kit items from Table L-11, and will result in delivery of a single unit. Kit integration for each unit of kits A-G will be priced under CLIN 0103. Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). This CLIN will be exercised IAW FAR Option Clause 52.217-7. Share ratio is [b]( ) Government [b]( ) Contractor above and below target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror's CLIN pricing tables. Applicable PWS Paragraphs 1.1.7.1, 1.1.7.7, 1.1.7.9, 1.1.7.10, 1.1.7.11, 1.6.2.1, 1.7.1.1, 1.7.2.1, & 2.4.2.1.
ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT
0104 Kits (Recurring) Lot [b(4)]

FPI

See Statement of Objectives Section 2.4. Table L-13. Kits Unit Costs table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. This option may be exercised in increments of 1 up to 12 times. Each exercise can include any number or combination of kit items from Table L-11. Kit integration for each kit produced will be priced under CLIN 0104. Kit H-3 consumables will be procured with Kit H-2 CES. Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). This CLIN will be exercised IAW FAR Option Clause 52.217-7. The contractor will provide unit pricing for each kit and the government will decide at a later date which kit or kits will be used for a particular mission. Share ratio is [b(4)]Government [b(4)]Contractor above and below target cost and the ceiling price is [b(4)] of target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror's CLIN pricing tables. Applicable PWS Paragraphs 1.1.7.1, 1.1.7.2, 1.1.7.3, 1.1.7.4, 1.1.7.5, 1.1.7.7, 1.1.7.9, 1.1.7.10, 1.1.7.11, 1.6.2.1, & 2.4.2.1.

TARGET COST
TARGET PROFIT
TOTAL TARGET PRICE
CEILING PRICE
SHARE RATIO ABOVE TARGET
SHARE RATIO BELOW TARGET
<table>
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CPFF

See Statement of Objectives Section 2.5. Labor costs associated with logistics support for targets. Logistics support costs for targets will include, but not be limited to transportation, sustainment, inventory management of LV modules or integrated LV (whichever is applicable), and preventative maintenance. Table L-15, ILS Hours and Dollars table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. In the performance of this CLIN, the contractor shall provide direct productive labor hours (DPLH) level of effort (LOE) within the time periods as set forth in Section F. DPLHs are defined as prime contractor, consultant, and subcontractor actual direct fully burdened labor hours. The estimated number of DPLH multiplied by the DPLH rate is used to estimate the CLIN value. Contractor to propose 100% of hours proposed in CLIN 0005. Applicable PWS Paragraphs 2.8.2.1, 2.8.3.1, 2.8.3.2, 2.8.3.3, & 2.8.4.1.

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(b)(4)
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</table>

**CPFF**

See Statement of Objectives Section 2.5. ILS Surge costs for targets will include, but not be limited to transportation, sustainment, inventory management of LV modules or integrated LV (whichever is applicable), and preventative maintenance. Table L-15, ILS Hours and Dollars table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. In the performance of this CLIN, the contractor shall provide direct productive labor hours (DPLH) level of effort (LOE) within the time periods as set forth in Section F. DPLHs are defined as prime contractor, consultant, and subcontractor actual direct fully burdened labor hours. The estimated number of DPLH multiplied by the DPLH rate is used to estimate the CLIN value. Contractor to propose 100% of hours proposed in CLIN 0005. These hours may be exercised in the event the hours are exhausted under CLIN 0105. If this CLIN is exercised the hours will be added to CLIN 0105. No funding will ever be added to this CLIN. This CLIN will be exercised IAW FAR Option Clause 52.217-7. Applicable PWS Paragraphs 2.8.2.1, 2.8.3.1, 2.8.3.2, 2.8.3.3, & 2.8.4.1.

**ESTIMATED COST**

**FIXED FEE**

**TOTAL EST COST + FEE**
See Statement of Objectives Section 2.6, Table L-7. Pre-Mission Analysis Unit Cost table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. In particular, the contractor shall provide the pre-mission data products as defined in the government notification letter. NOTE: This option may be exercised in increments of 1 up to 12 times. Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). This CLIN will be exercised IAW FAR Option Clause 52.217-7. Share ratio is [b](c) of target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror's CLIN pricing tables. Applicable PWS Paragraphs 2.1.1.1, 2.1.2.1, 2.2.1.1, 2.2.4.1, 2.3.1.1, 2.3.1.2, & 2.5.1.1.
ITEM NO 0108
SUPPLIES/SERVICES Post-Mission Analysis
OPTION
QUANTITY (d)
UNIT Lot
UNIT PRICE

See Statement of Objectives Section 2.6. Table L-8, Post Mission Analysis Unit Cost table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. NOTE: This option may be exercised in increments of 1 up to 12 times. Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). This CLIN will be exercised IAW FAR Option Clause 52.217-7. Share ratio is (b)(4). Government above and below target and the ceiling price is (b)(4) of target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror's CLIN pricing tables. Applicable PWS Paragraphs 2.1.2.2, 2.3.1.4, 2.4.1.1, 2.4.2.1, 2.4.4.1, 2.4.5.1, & 2.4.6.1.

TARGET COST
TARGET FEE
TOTAL TGT COST + FEE
MINIMUM FEE
MAXIMUM FEE
SHARE RATIO ABOVE TARGET
SHARE RATIO BELOW TARGET

AMOUNT (b)(4)
See Statement of Objectives Section 2.7. Includes all labor and materials required to prepare a target for launch (Note: Kit integration costs are priced under CLINs 0003/0103 and 0004/0104). This option may be exercised in increments of 1 up to 13 times. Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). Table L-9, Target Launch Prep Unit Price table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. Share ratio is [b](b) Government [b] Contractor above and below target cost and the ceiling price is [b](b) of target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror's CLIN pricing tables. Applicable PWS Paragraphs 1.1.7.1, 1.1.7.2, 1.1.7.3, 1.1.7.4, 1.1.7.7, 1.1.7.9, 1.1.7.10, 1.1.7.11, 2.6.11, 2.8.1.1, & 2.13.1.1.
See Statement of Objectives Section 2.7. Includes all labor and materials required to prepare a target for launch (Note: Kit integration costs are priced under CLINs 0003/0103 and 0004/0104). This option may be exercised in increments of 1 up to 13 times. Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). Table L-9, Target Launch Prep Unit Price table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. Share ratio is [b](Government)[b](Contractor above and below target cost and the ceiling price is [b](4) of target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror’s CLIN pricing tables. Applicable PWS Paragraphs 1.1.7.1, 1.1.7.2, 1.1.7.3, 1.1.7.4, 1.1.7.7, 1.1.7.9, 1.1.7.10, 1.1.7.11, 2.6.1.1, 2.8.1.1, 2.13.1.1.
ITEM NO 0111
SUPPLIES/SERVICES Air Target Launch Execution
QUANTITY (b)
UNIT Lot
UNIT PRICE
AMOUNT (b)(4)

FPI

See Statement of Objectives Section 2.7. Includes all labor and material directly related to Launch Execution. This option may be exercised in increments of 1 up to 12 times. Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). Table L-10, Launch Execution Unit Price table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. Share ratio is (b)(4) of contractor above and below target cost and the ceiling price is (b)(4) of target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror’s CLIN pricing tables. Applicable PWS Paragraphs 2.2.2.1 & 2.2.3.1.

TARGET COST
TARGET PROFIT
TOTAL TARGET PRICE
CEILING PRICE
SHARE RATIO ABOVE TARGET
SHARE RATIO BELOW TARGET
<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
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FPI

See Statement of Objectives Section 2.7. Includes all labor and material directly related to Launch Execution. This option may be exercised in increments of 1 up to 12 times. Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). Table L-10, Launch Execution Unit Price table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. Share ratio is [b](b) Contractor above and below target cost and the ceiling price is (b)(4) of target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror's CLIN pricing tables. Applicable PWS Paragraphs 2.2.2.1 & 2.2.3.1.

<table>
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<th>SHARE RATIO ABOVE TARGET</th>
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<td>SHARE RATIO BELOW TARGET</td>
</tr>
</tbody>
</table>

<table>
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<td>BMDS Engineering Services</td>
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</table>

CPFF

Total DPLH: (b)(4) See Statement of Objectives Section 2.8. Table L-14, Engineering Services Cost Plus Fixed Fee (CPFF) table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. Contractor to propose cost plus fixed fee labor rate for this CLIN. NOTE: The contractor shall incur costs under this CLIN only in the performance of Task Instructions and revisions to instructions issued by the Contracting Officer. This CLIN will be utilized IAW Section J Attachment 13 Task Instructions. Applicable PWS Paragraph 4.2.1.1.

<table>
<thead>
<tr>
<th>ESTIMATED COST</th>
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<td>TOTAL EST COST + FEE</td>
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### Item NO 0114
**Option**: Other Direct Costs

**COST**
This CLIN is to be utilized for non-labor costs related to CLIN 0105, Integrated Logistics Support for transportation, material (i.e. peculiar support equipment, common support equipment, facilities and spares/repair parts), and miscellaneous expenses and for travel. This CLIN will be utilized for material and miscellaneous expenses in support of CLINs 0113 in accordance with FAR 52.216-11. There is NO FEE paid on this CLIN. Any purchases/expenses above the Simplified Acquisition Threshold of $100,000 will require the contractor to provide price justification for PCO approval before costs are incurred.

**ESTIMATED COST**

<table>
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<tr>
<th>ITEM NO</th>
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### Item NO 0115
**Option**: Data FFP

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</table>

Data item deliverables in support of CLINs 0101 through 0115 as called out in the attached Contract Data Requirements List (CDRLs)/DD 1423s in Section J Attachment #8.
Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

C-01    SCOPE OF WORK (MAY 2005)

The Contractor shall perform the work specified in the Statement of Objectives (SOO) and other Attachments and Exhibits in Section J of this contract. The Contractor shall provide all necessary materials, labor, equipment and facilities incidental to the performance of this requirement. The SOO is located in Section J Attachment 1.
Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-01 PACKAGING AND MARKING OF TECHNICAL DATA (APR 2009)

Technical data items shall be preserved, packaged, packed, and marked in accordance with the best commercial practices to meet the packaging requirements of the carrier and insure safe delivery at destination. Classified reports, data and documentation shall be prepared for shipment in accordance with the current National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M.

CLAUSES INCORPORATED BY FULL TEXT

D-02 PACKAGING AND MARKING OF HARDWARE ITEMS (APR 2009)

a. The contractor shall utilize best commercial practices for the preservation, packaging, marking and labeling of any hardware delivered under this contract to insure safe delivery at final destination. However, the contractor should also note the requirements of DFARS 252.211-7003, Item Identification and Valuation, if applicable.


c. MARKING INSTRUCTIONS FOR MISSILE DEFENSE AGENCY (MDA) REQUIREMENTS – Request for marking instructions shall be submitted electronically at least 90 days prior to required delivery date, to (specialist enter either COR or PCO or both as appropriate to the acquisition).

Missile Defense Agency, MDA/DACT
Attn: (b)(6)
5222 Martin Road, Von Braun II
Redstone Arsenal, AL 35898
Section E - Inspection and Acceptance

GOVERNMENT ACCEPTANCE

See Section J Attachment 9, Acceptance Criteria

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

<table>
<thead>
<tr>
<th>CLIN</th>
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<th>INSPECT BY</th>
<th>ACCEPT AT</th>
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CLAUSES INCORPORATED BY REFERENCE

52.246-2  Inspection Of Supplies--Fixed Price  AUG 1996
52.246-3  Inspection Of Supplies Cost-Reimbursement  MAY 2001
52.246-5  Inspection Of Services Cost-Reimbursement  APR 1984
52.246-7  Inspection Of Research And Development Fixed Price  AUG 1996
52.246-8  Inspection Of Research And Development Cost Reimbursement  MAY 2001
52.246-9  Inspection Of Research And Development (Short Form)  APR 1984
252.246-7000  Material Inspection And Receiving Report  MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

52.246-11  HIGHER-LEVEL CONTRACT QUALITY (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

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(Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards.)

(End of clause)
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Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

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CLAUDES INCORPORATED BY FULL TEXT

252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

(End of clause)

CLAUDES INCORPORATED BY FULL TEXT

G-01 CONTRACT ADMINISTRATION (MAY 2012)

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of this contract:

a. CONTRACTING OFFICERS

All contract administration will be effected by the Procuring Contracting Officer (PCO) or designated Administrative Contracting Officer (ACO). Communication pertaining to the contract administration should be addressed to the Contracting Officer. Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to the cognizant contract administration office. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

The point of contact for all contractual matters is:

[b](6)
Organizational Code: MDA/DACT
Telephone Number: [b](6)
E-Mail Address: [b](6)
b. CONTRACTING OFFICER'S REPRESENTATIVE/CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

Neither the Contracting Officer's Representative (COR) nor the Contracting Officer's Technical Representative (COTR) is authorized to change any of the terms and conditions of the contract. The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action which obligates the Government. Then, such action must be set forth in a formal modification to the contract. The authority of the COR and the COTR is strictly limited to him/her, without redelegation, to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer, or a COR or a COTR acting outside the strict limits of his/her responsibilities as set forth in his/her letter of appointment do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

The COR under this contract is:

Name: [redacted]
Organizational Code: MDA/TC
Telephone Number: [redacted]
E-Mail Address: [redacted]

The COTR under this contract is:

Name: [redacted]
Organizational Code: MDA/XXX
Telephone Number: [redacted]
E-Mail Address: __________________@mda.mil

c. CONTRACTING OFFICIAL FOR eSRS

FAR 52.219-9, Small Business Subcontracting Plan requires the use of the Electronic Subcontracting Reporting System (eSRS) for subcontract reporting. The contracting official for eSRS under this contract is:

Name: [redacted]
Organizational Code: MDA/DACT
Telephone Number: [redacted]
E-Mail Address: [redacted]

For detailed information regarding eSRS visit http://www.acq.osd.mil/dpap/pdi/eb/index.html.

CLAUSES INCORPORATED BY FULL TEXT

G-05 SUBMISSION OF PAYMENT REQUESTS USING WIDE AREA WORK FLOW – RECEIPT AND ACCEPTANCE (WAWF-RA) (SEP 2009)

a. Requirement for Electronic Payment Requests by WAWF-RA

1. The Contractor shall submit all payment requests electronically in accordance with FAR Part 32. As prescribed in DFARS clause 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports, contractors shall submit all payment requests in electronic form unless the exception in the DFARS clause applies. Paper copies will no longer be processed for payment.
2. To facilitate electronic submission, contractors shall submit all payment requests through the Wide Area Work Flow-Receipt and Acceptance (WAWF-RA) System as described at http://www.dfas.mil/contractorpay/electroniccommerce/wideareaworkflow.html using the appropriate Service Acceptor’s DoDAAC (MDA/NCR is HQ0006, MDIOC is H95001, MDA/HSV is HQ0147). When using WAWF-RA, the contractor must include the Contracting Officer’s Representative’s (COR) e-mail in the invoice submission template in order to notify the COR that a WAWF document has been submitted for approval.

3. In accordance with Appendix F of the DFARS, at the time of each delivery of supplies or services under this contract, the contractor shall prepare and furnish to the Government the WAWF-RA electronic form in lieu of a paper copy Material Inspection and Receiving Report (MIRR), DD Form 250.

4. When requesting final payment, the Contractor must establish compliance with all terms of the contract by submitting a Final Receiving Report through WAWF-RA, or Letter of Transmittal, as applicable.


6. Questions regarding the use of the system are to be directed to the WAWF Help Desk:

   DISA DECC Ogden
   Electronic Business Service Desk
   CONUS ONLY : 1-866-618-5988
   COMMERCIAL: 801-605-7095
   DSN: 338-7095
   FAX COMMERCIAL: 801-605-7453
   FAX DSN: 388-7453
cscaasig@csd.disa.mil

b. Submission of Invoices under Fixed Price Type Contracts

1. “Invoice” as used in this paragraph does not include the contractor’s requests for progress payments.

2. The use of WAWF-RA electronic form and invoice are in accordance with DFARS Appendix F.

3. In addition to the requirements of the Prompt Payment clause of the contract, the contractor shall cite on each invoice the contract line item (CLIN); the contract subline item number (SUBCLIN), if applicable; the accounting classification reference number (ACRN), and the payment terms.

4. The contractor shall prepare either:

   a separate invoice for each activity designated to receive the supplies or services; or,

   a consolidated invoice covering all shipments delivered under an individual order.

5. If acceptance is at origin, the contractor shall submit the WAWF-RA electronic form or other acceptance verification directly to the designated payment office.

6. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

   OR

b. Submission of Vouchers under Time and Materials and Cost Type Contracts
1. Contractors approved under the Defense Contract Audit Agency's (DCAA) direct billing program may submit the first and subsequent interim vouchers directly to the disbursing office. Contractors participating in the direct billing program must provide a copy of the first interim voucher to the cognizant DCAA office within 5 days of its submission to the disbursing office.

2. Upon written notification to the contractor, DCAA may rescind the direct submission authority. Upon receipt of the notice to rescind the direct submission authority, the contractor will immediately begin to submit invoices for the affected contracts to DCAA.

3. When authorized by the DCAA in accordance with DFARS 242.803(b) (i) (C), the contractor may submit interim payment requests. Such authorization does not extend to the first and final vouchers. Vouchers requesting interim payments shall be submitted no more than once every two weeks. For indefinite delivery type contracts, interim payment requests shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 90 calendar days between performance and submission of an interim payment request.

4. The contractor agrees to segregate costs incurred under this contract at the level of performance, either task or subtask, or CLIN or SUBCLIN, rather than on a total contract basis, and to submit vouchers reflecting costs incurred at that level. Vouchers shall contain summaries of work charged during the period covered, as well as overall cumulative summaries for all work invoiced to date, by line item, subline item, task or subtask. Delivery orders will be segregated by individual order.

5. Prior to final voucher submission, the contractor must submit the final report/final deliverable to the contracting officer's representative (COR) for approval. The COR will provide to the contractor an e-mail stating acceptance of the final report/final deliverable. The contractor must attach the approval to the final voucher in WAWF and forward to the cognizant DCAA office and ACO for approval.

CLAUSES INCORPORATED BY FULL TEXT

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follow:

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</table>

CLAUSES INCORPORATED BY FULL TEXT

G-08 PAYMENT OF FIXED FEE (ORDERING - LEVEL OF EFFORT) (JUN 2012)
The Government will make payments to the Contractor when requested as work progresses in accordance with Federal Acquisition Regulation (FAR) 52.216-7. The Contractor shall invoice the fee separately and submit such invoices to the MDA Contracting Officer's Representative (COR) for verification of the percentage of Labor Hours performed for the billing period. For this contract a Labor Hour is defined as actual PRIME AND SUBCONTRACTOR (INCLUDING CONSULTANTS) work hours exclusive of vacation, holiday, sick leave and other absences. Each invoice for Labor Hours shall contain a statement by the Contractor as to the cumulative percentage of Labor Hours invoiced. Each invoice for fee shall contain a statement by the Contractor as to the cumulative percentage of fee invoiced. Fee shall be payable, subject to other provisions of FAR 52.216-8, "Fixed Fee," in amounts commensurate with the percentage of work performed. In no case shall the cumulative amount of the fee invoiced, when expressed as a percentage of the total fixed fee for the applicable CLIN, exceed the cumulative percentage of Labor Hours performed for that CLIN (as verified by the MDA COR) at the end of the billing period.

CLAUSES INCORPORATED BY FULL TEXT

G-10 SEGREGATION OF COSTS (MAY 2005)

For CLIN(s) and their respective Option CLINs, vouchers shall contain actual hours and costs by cost element (cost elements shall be at the lowest level of identification/discrimination consistent with the Contractor's cost accounting system) and overall cumulative summaries of all work vouchered to date.

CLAUSES INCORPORATED BY FULL TEXT

G-11 PERFORMANCE-BASED PAYMENTS (APR 2011)

a. This clause applies to CLINs 0002. Pursuant to FAR Clause 52.232-32, Performance-Based Payments, the Government and the Contractor have agreed to utilize the Performance-Based payments process to liquidate the dollars associated with the aforementioned CLINs. The liquidation rate will be in accordance with FAR 32.1004. Upon successful completion of each performance event/milestone as identified under Section F, the Contractor may submit an invoice in the amount identified for each performance event/milestone.

b. The contractor shall use commercial invoices to make payment requests for completed performance events/milestones. The information cited on the commercial invoice shall be in accordance with FAR 52.232-32(l) and (m). Invoices may be in contractor format except for the last program milestone for which the contractor shall submit a final DD250. This will close out this program and allow for liquidation of the remaining amount. The Government shall approve payment of each invoice within 10 days after receipt of the invoice or else provide rationale as to why approval has not been granted within that timeframe.

c. Additional ACRNs will be assigned when new accounting classifications are available. When adding new ACRNs, the above payment instructions shall apply, unless specific revised payment instructions are provided as part of a contract modification.
CLAUSES INCORPORATED BY FULL TEXT

G-13 NOTICE OF THE GOVERNMENT'S USE OF OUTSIDE CONTRACTORS TO REVIEW SUBMITTED INVOICES, PAYMENT REQUESTS, AND MATERIAL INSPECTION AND RECEIVING REPORTS (MAY 2009)

The Government may utilize support contractors to assist the Government in the review and evaluation of the offeror's invoices, payment requests, material inspection and receiving reports, and similar requests for payment or evidence of delivery. These contractors will be provided access to these and other records which may contain the proprietary information of the offeror, to include awarded contracts, to support Government officials in reviewing and reconciling invoices, payment records, and the Government's financial and budgetary records, and in facilitating the timely payment of submitted invoices.

The support contractors are prohibited from obtaining proprietary information to which their employees will have access in the performance of their responsibilities, and are required to promptly notify the contracting officer of any breach of their employees' non-disclosure obligations. Each of the contractor employees has also been required to execute a non-disclosure agreement which acknowledges their responsibilities to only use proprietary information in performance of the above tasks and for no other reason; that they will not share proprietary information with their employers; that they will not use such information for personal or other benefit; and that they will promptly notify their employers of any breaches of their responsibilities.

Unless the offeror specifically objects in writing, the offeror agrees, by the submission of a proposal, to allow the Government's support contractors to have access to the offeror's proprietary information for the purposes described above.
CLAUSES INCORPORATED BY FULL TEXT

H-06 INSURANCE (Apr 2009)

In accordance with FAR Part 28.307-2, Liability, the Contractor shall maintain the types of insurance and coverage listed below:

<table>
<thead>
<tr>
<th>TYPES OF INSURANCE</th>
<th>MINIMUM AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workmen's Compensation and all occupational disease</td>
<td>As required by Federal and State law</td>
</tr>
<tr>
<td>Employer's Liability including all occupational disease when not covered by Workmen's Compensation above</td>
<td>$100,000 per accident</td>
</tr>
<tr>
<td>General Liability (Comprehensive) Bodily Injury</td>
<td>$500,000 per occurrence</td>
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<tr>
<td>Automobile Liability (Comprehensive)</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury per person</td>
<td>$200,000</td>
</tr>
<tr>
<td>Bodily Injury per accident</td>
<td>$500,000</td>
</tr>
<tr>
<td>Property Damage per accident</td>
<td>$ 20,000</td>
</tr>
</tbody>
</table>

CLAUSES INCORPORATED BY FULL TEXT

H-09 ORGANIZATIONAL CONFLICT OF INTEREST (Mar 2010)

a. Purpose: The primary purpose of this clause is to aid in ensuring that:

   (1) the Contractor's objectivity and judgment are not biased because of its present or planned interests which relate to work under this contract;

   (2) the Contractor does not obtain unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans and actual or anticipated resources; and

   (3) the Contractor does not obtain unfair competitive advantage by virtue of its access to proprietary information belonging to others.

b. Scope: Organizational Conflict of Interest (OCI) rules, procedures and responsibilities as described in FAR Subpart 9.5 shall be applicable to this contract and any resulting subcontracts.
(1) The general rules in FAR 9.505-1 through 9.505-4 and the restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this contract as prime Contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity.

(2) The Missile Defense Agency's OCI policy is in Section J Attachment 23 of this contract.

c. Access to and Use of Government Information: If the Contractor, in performance of this contract, obtains access to Government information, or other program related information, such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not:

(1) use such information for any private purpose;

(2) compete for work based on such information until one year after such information is released or otherwise made available to the public;

(3) submit an unsolicited proposal to the Government based on such information;

(4) release such information.

d. Access to and Protection of Proprietary Information: The Contractor agrees to treat proprietary data in accordance with the provisions of FAR 9.505-4. The Contractor shall enter into a written agreement for the protection of the proprietary data of others and exercise diligent effort to protect such proprietary data from unauthorized use or disclosure.

e. Subcontracts: The Contractor shall include this clause in consulting agreements, teaming agreements, subcontracts, or other arrangements for provision of services or supplies of any tier. The terms "contract", "Contractor", and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.

f. Representations and Disclosures:

(1) The Contractor represents that it has disclosed to the Contracting Officer, prior to award, all facts relevant to the existence or potential existence of organizational conflicts of interest as that term is used in FAR Subpart 9.5. To facilitate disclosure and Contracting Officer approval, the Contractor shall complete an OCI Analysis/Disclosure Form for each MDA, Ballistic Missile Defense (BMD), and BMD-related contract or subcontract (form shall be requested from the Procuring Contracting Officer).

(2) The Contractor represents that if it discovers an organizational conflict of interest or potential conflict of interest after award, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate such conflicts.

g. Remedies and Waiver:

(1) For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, the Contracting Officer may terminate this contract for convenience if such termination is deemed to be in the best interest of the Government or take other appropriate actions.
(2) The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Contractor may at any time seek a waiver from the Director, MDA, (via the Contracting Officer) by submitting a full written description of the requested waiver and the reasons in support thereof.

h. Government Indemnity: The Contractor shall hold the Government harmless and indemnify the Government as to any cost or loss resulting from the unauthorized use or disclosure of third party information data or software by the Contractor, its employees, subcontractors or agents.

CLauses Incorporated by Full Text

H-10 ENABLING CLAUSE FOR BMD INTERFACE SUPPORT (APR 2009)

a. It is anticipated that, during the performance of this contract, the Contractor will be required to support Technical Interface/Integration Meetings (TIMS) with other Ballistic Missile Defense (BMD) Contractors and other Government agencies. Appropriate organizational conflicts of interest clauses and additional costs, if any, will be negotiated as needed to protect the rights of the Contractor and the Government.

b. Interface support deals with activities associated with the integration of the requirements of this contract into BMD system plans and the support of key Missile Defense Agency (MDA) program reviews.

c. The Contractor agrees to cooperate with BMD Contractors by providing access to technical matters, provided, however, the Contractor will not be required to provide proprietary information to non-Government entities or personnel in the absence of a non-disclosure agreement between the Contractor and such entities.

d. The Contractor further agrees to include a clause in each subcontract requiring compliance with paragraph c. above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of its responsibility to manage its subcontracts effectively, nor is it intended to establish privity of contract between the Government and such subcontractors.

e. Personnel from BMD Contractors or other Government agencies or Contractors are not authorized to direct the Contractor in any manner.

f. This clause shall not prejudice the Contractor or its subcontractors from negotiating separate organizational conflict of interest agreements with BMD Contractors; however, these agreements shall not restrict any of the Government's rights established pursuant to this clause or any other contract.

H-11 MDA VISIT AUTHORIZATION PROCEDURES (Nov 2012)

a. The Contractor shall submit all required visit clearances in accordance with current NISPOM regulations. Visit clearances shall identify the contract number.

For Visit Requests to the National Capital Region:

JPAS SMO Code: DDAAU4
Missile Defense Agency
Attn: Access Control Center
b. The COR is authorized to approve visit requests for the Contracting Officer.

H-12 CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS (SEP 2013)

a. To maintain the security of the MDA spaces and information systems, the contractor shall notify the COR in writing whenever a prime or subcontractor employee included on the current visit authorization request/letter no longer supports this contract. This requirement shall apply to both contractor and employee initiated termination of services and to temporary suspension of services.

b. The contractor will cooperate with COR in facilitating the employee’s return of all government issued credentials, e.g., badges, common access cards (CACs), SIPRNet tokens. Specifically, upon notification, the COR will work with the organization’s Security Operations Center and the MDA Service Desk to ensure timely action to:

(1) remove the employee from the current visit authorization request/letter;

(2) cancel Government issued credentials pursuant to the visit authorization request/letter; and,

(3) terminate the MDA LAN account/access privileges.

c. In addition to actions related to MDA access control, the contractor shall maintain accountability for Government issued credentials provided under this contract. Government issued credentials are the property of the U.S. Government and shall not be retained by cardholders upon expiration, replacement, or when the DoD affiliation of employees has been terminated. The contractor shall coordinate with the COR to ensure government issued
credentials are retrieved in accordance with local command or installation procedures. Unauthorized possession of an official credential, like a CAC, can be prosecuted criminally under section 701, title 18, United States Code.

d. The contractor shall identify the reason for and date of termination or expected period of suspension and submit the notification to the COR within five (5) working days prior to service discontinuation. For unplanned termination or suspension of services, notification shall be made on the same working day as the termination/suspension action.

CLAUSES INCORPORATED BY FULL TEXT

H-15 EXERCISE OF OPTIONS (MAY 2005)

Any option under this contract shall be exercised by a unilateral contract modification signed by the Contracting Officer. Specific contract line items or sub-line items delineating a description of the supplies or services, quantity requirements, and a corresponding delivery schedule for the exercised options shall be identified in the unilateral contract modification. The Government may exercise from time to time, either in whole or in part, some or all the option line items. An option shall be exercised by issuance, within 30 days prior to the end of the current contract period, of a unilateral modification for the subsequent option requirements.

CLAUSES INCORPORATED BY FULL TEXT

H-24 SECURITY CERTIFICATION AND ACCREDITATION SUPPORT (Dec 2010)

a. Security support shall include the development, implementation, and maintenance of all security documents, procedures, and agreements necessary to effect type and site accreditation at all operating locations in accordance with the Department of Defense Information Assurance Certification and Accreditation Process (DIACAP DODI 8510.01) and the MDA Information Assurance Program Plan (MDA Plan 8500.02-P).

b. The contractor shall be responsible for all the certification and accreditation functions assigned to the Certification Authority, Program Manager, and Developer/Integrator as outlined in DoDI 8510.01.

c. The contractor shall be responsible for Information Assurance Training, Certification, and Workforce Management in accordance with DODD 8570.01 and DOD 8570.01-M Information Assurance Workforce Improvement Program.

CLAUSES INCORPORATED BY FULL TEXT

H-28 DISTRIBUTION CONTROL OF TECHNICAL INFORMATION (May 2013)

a. The following terms applicable to this clause are defined as follows:

1. DoD Official. Serves in DoD in one of the following positions: Program Director, Deputy Program Director, Program Manager, Deputy Program Manager, Procuring Contracting Officer, Administrative Contracting Officer, or Contracting Officer’s Representative.
2. Technical Document. Any recorded information (including software) that conveys scientific and technical information or technical data.

3. Scientific and Technical Information. Communicable knowledge or information resulting from or pertaining to the conduct or management of effort under this contract. (Includes programmatic information).


b. Except as otherwise set forth in the Contract Data Requirements List (CDRL), DD Form 1423 the distribution of any technical documents prepared under this contract, in any stage of development or completion, is prohibited outside of the contractor and applicable subcontractors under this contract unless authorized by the Contracting Officer in writing. However, distribution of technical data is permissible to DOD officials having a “need to know” in connection with this contract or any other MDA contract provided that the technical data is properly marked according to the terms and conditions of this contract. When there is any doubt as to “need to know” for purposes of this paragraph, the Contracting Officer or the Contracting Officer’s Representative will provide direction. Authorization to distribute technical data by the Contracting Officer or the Contracting Officer’s Representative does not constitute a warranty of the technical data as it pertains to its accuracy, completeness, or adequacy. The contractor shall distribute this technical data relying on its own corporate best practices and the terms and conditions of this contract. Consequently, the Government assumes no responsibility for the distribution of such technical data nor will the Government have any liability, including third party liability, for such technical data should it be inaccurate, incomplete, improperly marked or otherwise defective. Therefore, such a distribution shall not violate 18 United States Code § 1905.

c. All technical documents prepared under this contract shall be marked with the following distribution statement, warning, and destruction notice: When it is technically not feasible to use the entire WARNING statement, an abbreviated marking may be used, and a copy of the full statement added to the “Notice To Accompany Release of Export Controlled Data” required by DoD Directive 5230.25.

1. DISTRIBUTION - [PCO, Insert the appropriate distribution statement and complete the statement, if necessary, to include the applicable controlling office.]

2. WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979 (Title 50, U.S.C., App. 2401 et seq), as amended. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25


d. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts.

CLauses Incorporated by Full Text

H-29  COMMERCIAL COMPUTER SOFTWARE LICENSE (Mar 2013)
a. Unless otherwise approved by the PCO, commercial computer software licenses shall, upon delivery and acceptance, designate the U.S. Government as a contingent licensee, able to replace the Contractor as the primary licensee upon notifying the licensor. A copy of the negotiated license shall be furnished to the PCO. The terms of the licenses cannot be inconsistent with Federal procurement law and must satisfy user needs. This includes the Contractor’s subcontractor’s needs for the software to perform this contract and the Government’s needs for the software to accomplish the Government’s ultimate objectives. At a minimum, this shall include the rights to make an archive copy of the software, to relocate the computer on which the software resides, to re-host the software on a different computer, to permit access by support contractors, and to permit the Government to transfer the license to another contractor.

b. Nothing in this clause shall take precedence over any other clause or provision of this contract. Government concurrence, as defined in paragraph a above, does not in any way affect the Government’s technical data rights as established by the terms and conditions of this contract.

CLAUSES INCORPORATED BY FULL TEXT

H-30 CONTRACTUAL TERMS & CONDITIONS (Jun 2010)

The terms and conditions herein constitute the entire contract and understanding of the parties and shall supersede all other communications, negotiations, arrangements and agreements, either oral or written, with respect to the subject matter hereof. All proposal documentation including, but not limited to, red line contract terms and conditions, red line statements of work and/or ground rules and assumptions are hereby void and carry no force or affect as it pertains to the interpretation or operation of the language of the instant contract nor should such language be used to provide meaning to any of the terms or conditions contained herein.

CLAUSES INCORPORATED BY FULL TEXT

H-33 PROGRAM SYNCHRONIZATION (Nov 2010)

a. The Missile Defense Agency (MDA) requires the synchronized integration of platforms, sensors, and other components of the BMDS which were or are under separate development by multiple contractors. MDA uses the concept of End-to-End (E2E) performance to serve as the organizing principle that aligns and synchronizes these efforts to achieve the desired operational end-state for the BMDS. Synchronization is defined as the logical alignment of management, design, development, integration, modification, verification and validation, and test activities and processes such that sensors, data links, command and control (C2), and interceptors smoothly and optimally integrate within well-defined and commonly understood requirements and interfaces.

b. During the performance of this contract, the Contractor shall provide technical data and other information (to include limited and restricted rights data as defined by DFARS 252.227-7013 and 252.227-7014 or information protected under the Freedom of Information Act Exemption 4) to other Ballistic Missile Defense (BMD) Contractors and Government agencies to facilitate MDA objectives.

c. Pursuant to paragraphs (a) and (b) above the Contractor shall negotiate appropriate Associate Contractor Agreements (ACAs) and Non-Disclosure Agreements (NDAs) with other Contractors as necessary to implement the
exchanges of technical data and other information required, ensure total system E2E performance, and also to protect technical data and other information from unauthorized disclosure or use. These agreements must not restrict any of the Government's rights established pursuant to this or any other contract. A copy of each ACA and amendments to ACAs shall be provided to the PCO in order for the Government to document the flow of information.

d. When associate contracts have been entered into or modified as described in this clause, the associate contractors and general information on the purpose of the associate contracts will be incorporated into this clause as shown below:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contract # and Description</th>
<th>ACA Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>XXX</td>
<td>Complete as Appropriate</td>
<td></td>
</tr>
</tbody>
</table>

e. The ACAs shall, at a minimum, include the following general information: (1) Identify the associate contractors and their relationships; (2) Identify the program involved and the relevant Government contracts of the associate contractors; (3) Describe the associate contractor interfaces by general subject matter; (4) Specify the categories of information to be exchanged or support to be provided; (5) Include the expiration date (or event) of the ACA; and (6) Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of technical data or other information and restrictions on employees.

f. The Contractor's performance with respect to integration support, cooperation, and the exchange and sharing of information with other BMD contractors, shall comply with security classification requirements as outlined in the DD Form 254 incorporated into this contract.

g. Nothing in this clause shall take precedence over any other clause or provision of this contract nor does it in any way affect the Government's technical data rights.

CLAUSES INCORPORATED BY FULL TEXT

H-34  AS IS GOVERNMENT FURNISHED DATA/DOCUMENTATION (Nov 2010)

All technical data (as defined in DFARS 252.227-7013 and DFARS 252.227-7014) furnished by the Government is in an "as is" condition without any warranty as to its accuracy, completeness, or adequacy. The contractor shall use this technical data at its own risk. The Government assumes no responsibility for such furnished data/documentation nor will the Government have any liability for equitable adjustments to the terms and conditions of this contract should such data/documentation prove to be inaccurate, incomplete, or otherwise defective.

CLAUSES INCORPORATED BY FULL TEXT

H-35  INCORPORATING COMMERCIAL AND OPEN SOURCE SOFTWARE (Aug 2012)

a. DFARS 252.227-7014(d) requires the written approval of the PCO before the Contractor may incorporate any copyrighted computer software in the software to be delivered under this contract.
h. A request for approval to incorporate Commercial Computer Software should be accompanied by a license that conforms with the requirements of the Commercial Computer Software Licenses clause of this contract.

c. A request for approval to incorporate Open Source Software must be accompanied by the applicable license, a detailed description of the source of the software and how it has been or will be used, and an explanation of the restrictions imposed and potential risks and liabilities.

d. Nothing in this clause shall take precedence over any other clause or provision of this contract. Government concurrence, as defined in paragraph a above, does not in any way affect the Government's technical data rights as established by the terms and conditions of this contract.

**CLAUSES INCORPORATED BY FULL TEXT**

**H-37** **INSERTION OF LIMITED OR RESTRICTED RIGHTS (DEC 2010)**

a. Hardware items which are subject to Limited Rights in their associated technical data as defined in DFARS 252.227-7013 and software items which are subject to Restricted Rights as defined in DFARS 252.227-7014 shall not be incorporated into the design of any systems, or models/simulations thereof under this contract without the prior written authorization of the PCO. The Contractor's request shall include a rough order of magnitude (ROM) estimate to perform development if the data or software cannot be used as requested. If the PCO does not provide a decision within 30 days of the request, the request is considered denied. In the event the PCO authorizes inclusion of the Limited Rights technical data and/or Restricted software, such data or software will be added as an attachment within Section 1.

b. Using Government assets in an Independent Research and Development (IRAD) project may be authorized on a case by case basis. The Contractor’s request shall include an offer of consideration for use of such Government assets. The Government will evaluate the request, including the Contractor’s offer of consideration, and either approve, deny, or offer an alternative form of consideration. Any such consideration will be mutually agreed to by the parties prior to use of Government assets. Consideration should include, at a minimum, specially negotiated rights granting the Government a license for Government Purpose Rights IAW DFARS 252.227-7013 and 252.227-7014 in the subject IRAD project. When the Contractor requests the use of Government assets for an IRAD project, the request shall include the purpose of the IRAD project and the potential benefit to the Government. The Contractor will be required to execute a bailment agreement prior to the transfer or use of Government assets.

**CLAUSES INCORPORATED BY FULL TEXT**

**H-39** **COMPLIANCE WITH FAR 52.219-14, LIMITATION ON SUBCONTRACTING (FEB 2012)**

a. The period of time used to determine compliance with FAR 52.219-14, Limitation on Subcontracting, will be the base contract period of performance or ordering period in the case of an Indefinite-Delivery Indefinite-Quantity (IDIQ) contract. Small business contractors do not have to comply with the percentage of the cost of contract performance incurred for each individual order placed under an IDIQ. In the case of Options, the Option periods will be used to determine compliance.

b. A concern is defined at FAR 19.001. For the purpose of making affiliation findings see FAR 19.101.
c. Pursuant to 13 CFR Section 121.103(h), a joint venture may or may not be in the form of a separate legal entity.

d. In accordance with 13 CFR Section 125.6(i), if the contractor is a joint venture and meets the following requirements, compliance with the "50% rule" will apply to the cooperative effort of the joint venture, not its individual members:

(1) The joint venture contractor is exempt from affiliation under 13 CFR Section 121.103(h)(3); and,

(2) The joint venture contractor qualifies as a small business concern.

CLAUSES INCORPORATED BY FULL TEXT

H-40 INDEMNIFICATION AGAINST UNUSUALLY HAZARDOUS RISKS (APR 2012)

The legal authority to indemnify contractors for unusually hazardous risks for research, development and testing activities is 10 USC 2354. Previous indemnification from other contracts does not carry over to this resulting contract. The Contractor may request indemnification for effort under this contract at any time. Contractor requests for indemnification must be prepared in accordance with the requirements of FAR 50.104-3. The MDA will fairly process request(s) in good faith to the applicable approving authority within the Department of Defense. The MDA will not, however, make adjustments to the estimated cost or schedule of this contract if indemnification is not granted through this process.

CLAUSES INCORPORATED BY FULL TEXT

H-41 COST ESTIMATING METHODS (MAY 2012)

The following cost estimating methods shall be used as requested by the Government:

a. Planning Estimate - The purpose of a planning estimate is to support Government planning. Planning estimates may only be requested by the PCO. A planning estimate shall be provided to the Government in 1-2 calendar days. This estimate is very limited in scope, involves minimal pricing ground rules and assumptions from the Government, and is generally comprised of ranges/parametrics. Documentation provided shall be high level scope and funding estimates by Government fiscal year sent via email.

b. Rough Order of Magnitude (ROM) - The purpose of a ROM estimate is to support Government budgetary decisions and potential authorization of unpriced actions in the event there is insufficient time for a Not-to-Exceed (NTE) estimate. ROM estimates may only be requested by the PCO. ROM estimates shall be provided to the Government within 5 calendar days. This non-binding estimate is limited in scope, involves limited analysis, and develops a high level baseline to include a high level SOW, schedule, and equipment lists. The ROM estimate is not generated based on formal Basis of Estimates (BOEs) and by design provides limited supporting rationale. Subcontractor input will be included if schedule allows. Documentation provided shall include scope and funding estimates by Government fiscal year in a briefing package submitted by contracts letter to the Government.
c. Not-to-Exceed (NTE) - The purpose of an NTE estimate is to support critical Government budgetary decisions, and a binding basis on which to issue unpriced actions. NTEs may only be requested by the PCO. NTE estimates shall be provided to the Government within 10 calendar days or as designated by the PCO. This estimate involves more in depth analysis, develops a baseline to include a statement of work, schedule, and required equipment lists. The NTE estimate shall be based on Basis of Estimate (BOEs) and estimated materials (as required), including supporting rationale. Applicable subcontractor input shall be included as required. Documentation required shall include scope and funding estimates by Government fiscal year in a briefing package submitted by contracts letter to the Government. The Contractor’s NTE must be valid for a minimum of one hundred eighty (180) calendar days.

H- PERFORMANCE INCENTIVE FEE

Performance Incentive Fee (DACT/APR 2012)
Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1 Definitions JAN 2012
52.203-3 Gratuities APR 1984
52.203-5 Covenant Against Contingent Fees APR 1984
52.203-6 Restrictions On Subcontractor Sales To The Government SEP 2006
52.203-7 Anti-Kickback Procedures OCT 2010
52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity JAN 1997
52.203-10 Price Or Fee Adjustment For Illegal Or Improper Activity JAN 1997
52.203-12 Limitation On Payments To Influence Certain Federal Transactions OCT 2010
52.203-13 Contractor Code of Business Ethics and Conduct APR 2010
52.203-14 Display of Hotline Poster(s) DEC 2007
52.204-2 Security Requirements AUG 1996
52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper MAY 2011
52.204-7 System for Award Management JUL 2013
52.204-9 Personal Identity Verification of Contractor Personnel JAN 2011
52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards JUL 2013
52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment AUG 2013
52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters JUL 2013
52.210-1 Market Research APR 2011
52.211-15 Defense Priority And Allocation Requirements APR 2008
52.215-11 Price Reduction for Defective Certified Cost or Pricing Data-- Modifications AUG 2011
52.215-13 Subcontractor Certified Cost or Pricing Data-- Modifications OCT 2010
52.215-14 Integrity of Unit Prices OCT 2010
52.215-15 Pension Adjustments and Asset Reversions OCT 2010
52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions JUL 2005
52.215-21 Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications OCT 2010
52.215-21 Alt II Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-- Modifications (Oct 2010) - Alternate II OCT 1997
52.216-7 Allowable Cost And Payment JUN 2013
52.216-8 Fixed Fee JUN 2011
52.216-11 Cost Contract--No Fee APR 1984
52.219-8 Utilization of Small Business Concerns JUL 2013
52.219-9 Small Business Subcontracting Plan JUL 2013
52.219-16 Liquidated Damages-Subcontracting Plan JAN 1999
52.219-28 Post-Award Small Business Program Rerepresentation JUL 2013
52.222-3 Convict Labor JUN 2003
52.222-19 Child Labor -- Cooperation with Authorities and Remedies MAR 2012

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<table>
<thead>
<tr>
<th>Code</th>
<th>Title</th>
<th>Date</th>
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<tbody>
<tr>
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Subcontracts for Commercial Items
Tagging, Labeling, and Marking of Government-Furnished Property
CLAUSES INCORPORATED BY FULL TEXT

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

1. When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

2. The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall—

1. Maintain current, accurate, and complete inventory records of assets and their costs;

2. Provide the ACO or designated representative ready access to the records upon request;

3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-10 INCENTIVE FEE (JUN 2011)

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.
(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) below.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) below.

(c) Withholding of payment.

(1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

(2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total incentive fee or $100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable.

(1) The fee payable under this contract shall be the target fee increased by 30 cents for every dollar that the total allowable cost is less than the target cost or decreased by 30 cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than 0 percent or less than 0 percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) above, and within the minimum and maximum fee limitations in subparagraph (1) above, when the total allowable cost is increased or decreased as a consequence of (i) payments made under assignments or (ii) claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of--

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;
(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

52.216-16 INCENTIVE PRICE REVISION--FIRM TARGET (OCT 1997)

(a) General. The supplies or services identified in the Schedule as Items 0002 are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of these items exceed the ceiling price of $500,000. Any supplies or services that are to be (1) ordered separately under, or otherwise added to, this contract and (2) subject to price revision in accordance with the terms of this clause shall be identified as such in a modification to this contract.

(b) Definition. "Costs," as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) Data submission. (1) Within 60 days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services specified by item number in paragraph (a) of this clause, the Contractor shall submit in the format of Table 15-2, FAR 15.408, or in any other form on which the parties agree--

(i) A detailed statement of all costs incurred up to the end of that month in performing all work under the items;

(ii) An estimate of costs of further performance, if any, that may be necessary to complete performance of all work under the items;

(iii) A list of all residual inventory and an estimate of its value; and

(iv) Any other relevant data that the Contracting Officer may reasonably require.
(2) If the Contractor fails to submit the data required by subparagraph (1) above within the time specified and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(d) Price revision. Upon the Contracting Officer's receipt of the data required by paragraph (c) above, the Contracting Officer and the Contractor shall promptly establish the total final price of the items specified in (a) above by applying to final negotiated cost an adjustment for profit or loss, as follows:

(1) On the basis of the information required by paragraph (c) above, together with any other pertinent information, the parties shall negotiate the total final cost incurred or to be incurred for supplies delivered (or services performed) and accepted by the Government and which are subject to price revision under this clause.

(2) The total final price shall be established by applying to the total final negotiated cost an adjustment for profit or loss, as follows:

(i) If the total final negotiated cost is equal to the total target cost, the adjustment is the total target profit.

(ii) If the total final negotiated cost is greater than the total target cost, the adjustment is the total target profit, less 30 percent of the amount by which the total final negotiated cost exceeds the total target cost.

(iii) If the final negotiated cost is less than the total target cost, the adjustment is the total target profit plus 30 percent of the amount by which the total final negotiated cost is less than the total target cost.

(e) Contract modification. The total final price of the items specified in paragraph (a) above shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer. This price shall not be subject to revision, notwithstanding any changes in the cost of performing the contract, except to the extent that--

(1) The parties may agree in writing, before the determination of total final price, to exclude specific elements of cost from this price and to a procedure for subsequent disposition of those elements; and

(2) Adjustments or credits are explicitly permitted or required by this or any other clause in this contract.

(f) Adjusting billing prices. (1) Pending execution of the contract modification (see paragraph (e) above), the Contractor shall submit invoices or vouchers in accordance with billing prices as provided in this paragraph. The billing prices shall be the target prices shown in this contract.

(2) If at any time it appears from information provided by the contractor under subparagraph (g)(2) below that the then-current billing prices will be substantially greater than the estimated final prices, the parties shall negotiate a reduction in the billing prices. Similarly, the parties may negotiate an increase in billing prices by any or all of the difference between the target prices and the ceiling price, upon the Contractor's submission of factual data showing that final cost under this contract will be substantially greater than the target cost.

(3) Any billing price adjustment shall be reflected in a contract modification and shall not affect the determination of the total final price under paragraph (d) above. After the contract modification establishing the total final price is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the total final price, and any resulting additional payments, refunds, or credits shall be made promptly.

(g) Quarterly limitation on payments statement. This paragraph (g) shall apply until final price revision under this contract has been completed.
(1) Within 45 days after the end of each quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing--

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total target profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (g)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established--increased or decreased in accordance with subparagraph (d)(2) above, when the amount stated under subdivision (ii), immediately above, differs from the aggregate target costs of the supplies or services; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (1)(iv) above exceeds the sum due the Contractor, as computed in accordance with subdivisions (1)(i), (ii), and (iii) above, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits effected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.

(3) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(h) Subcontracts. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis. The Contractor shall--

(1) Insert in each price redetermination or incentive price revision subcontract the substance of paragraph (g), above, and of this paragraph (h), modified to omit mention of the Government and to reflect the position of the Contractor as purchaser and of the subcontractor as vendor, and to omit that part of subparagraph (g)(2) above relating to tax credits; and

(2) Include in each cost-reimbursement subcontract a requirement that each lower-tier price redetermination or incentive price revision subcontract contain the substance of paragraph (g) above and of this paragraph (h), modified as required by subparagraph (1) above.

(i) Disagreements. If the Contractor and the Contracting Officer fail to agree upon the total final price within 60 days (or within such other period as the Contracting Officer may specify) after the date on which the data required by paragraph (c) above are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause.
(j) Termination. If this contract is terminated before the total final price is established, prices of supplies or services subject to price revision shall be established in accordance with this clause for (1) completed supplies and services accepted by the Government and (2) those supplies and services not terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(k) Equitable adjustment under other clauses. If an equitable adjustment in the contract price is made under any other clause of this contract before the total final price is established, the adjustment shall be made in the total target cost and may be made in the maximum dollar limit on the total final price, the total target profit, or both. If the adjustment is made after the total final price is established, only the total final price shall be adjusted.

(l) Exclusion from target price and total final price. If any clause of this contract provides that the contract price does not or will not include an amount for a specific purpose, then neither any target price nor the total final price includes or will include any amount for that purpose.

(m) Separate reimbursement. If any clause of this contract expressly provides that the cost of performance of an obligation shall be at Government expense, that expense shall not be included in any target price or in the total final price, but shall be reimbursed separately.

(n) Taxes. As used in the Federal, State, and Local Taxes clause or in any other clause that provides for certain taxes or duties to be included in, or excluded from, the contract price, the term "contract price" includes the total target price or, if it has been established, the total final price. When any of these clauses requires that the contract price be increased or decreased as a result of changes in the obligation of the Contractor to pay or bear the burden of certain taxes or duties, the increase or decrease shall be made in the total target price or, if it has been established, in the total final price, so that it will not affect the Contractor's profit or loss on this contract.

52.217-7  OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within the timeframe specified in the Section J Option Exercise Table attachment. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.217-8  OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

52.217-9  OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within written notice to
the Contractor in accordance with the contract period of performance provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 84 months/7 years.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed 1.5 times the hourly rate or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)
(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as—

1. Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

2. Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable), a substance(s) which harms public health and environment by destroying ozone in the upper atmosphere.”

The Contractor shall insert the name of the substance(s).

(End of clause)

52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

1. The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

2. A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the ------ [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

3. The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.
(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g.,
the termination or clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall --
(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(1) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (1)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on ), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on ) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated ; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)
52.252-2  CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil/

(End of clause)

252.228-7005  ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (DEC 1991)

(a) The Contractor shall report promptly to the Administrative Contracting Officer all pertinent facts relating to each accident involving an aircraft, missile, or space launch vehicle being manufactured, modified, repaired, or overhauled in connection with this contract.

(b) If the Government conducts an investigation of the accident, the Contractor will cooperate and assist the Government’s personnel until the investigation is complete.

(c) The Contractor will include a clause in subcontracts under this contract to require subcontractor cooperation and assistance in accident investigations.

(End of clause)

252.232-7007  LIMITATION OF GOVERNMENT’S OBLIGATION (MAY 2006)

(a) Contract line item 0002 is incrementally funded. For these item(s), the sum of $200,000.00 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For items(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government’s convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled “TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT.” As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least 90 days prior to the date when, in the Contractor’s best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent
period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract $200,000.00

(month) (day), (year) $----

(month) (day), (year) $----

(month) (day), (year) $----

(End of clause)

252.235-7010 Acknowledgment of Support and Disclaimer. (MAY 1995)

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the [name of contracting agency(ies)] under Contract No. [Contracting agency(ies) contract number(s)].
(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the [name of contracting agency(ies)].

(End of clause)
## Section J - List of Documents, Exhibits and Other Attachments

### LIST OF ATTACHMENTS

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NSWC, PORT HUENEME DIVISION
4363 Missile Way, BLDG 1217
Port Hueneme CA 93043-4307

Gryphon Technologies
6301 Ivy Lane Suite 300
Greenbelt MD 20770

1. CONTRACT ID CODE
u
2. AMENDMENT/MODIFICATION NO.
11
3. EFFECTIVE DATE
14-Dec-2012
4. REQUISITION/PURCHASE REQ. NO. N/A
5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE N63394
7. ADMINISTERED BY (If other than item 6) CODE S2101A
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
Gryphon Technologies
6301 Ivy Lane Suite 300
Greenbelt MD 20770
9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO.
[X] N00178-04-D-4061-FC02
10B. DATED (SEE ITEM 13)
22-Dec-2011
11A. NAME AND TITLE OF SIGNER (Type or print)
11B. CONTRACTOR/OFFEROR
11C. DATE SIGNED
11D. UNITED STATES OF AMERICA
11E. SIGNATURE OF Person Authorized to sign
Contracting Officer
12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority) FAR 43.103(b)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
16B. UNITED STATES OF AMERICA
16C. DATE SIGNED

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (Rev. 10-83)
Prepared by GSA
FAR (48 CFR) 52.243
GENERAL INFORMATION

This Modification is issued for administrative purposes to facilitate continued contract performance due to the transition of SBX MI responsibilities to the Missile Defense Agency (MDA). This Modification is authorized in accordance with DFARS 204.7001(c).

Supplies and services already acquired under N00178-04-D-4061/FC02 shall remain solely under this contract for purposes of Government inspection, acceptance, payment, and closeout. Any future options exercised will be accomplished under continued contract number HQ0147-13-C-0004. The effective date of this transfer to MDA is 22 December 2012.

A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby (b)(4)

The total value of the order is hereby (b)(4)
SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

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400001 Base Year Labor - SBX Mission Integration O&S Support - TI 001, TI 002, and TI 003 (OTHER)

400002 Base Year Labor - SBX Mission Integration O&S Support - TI 001, TI 002, and TI 003 (OTHER)

400003 Funding Document - 1300257019-00003 in support of SBX Mission Integration O&S support - TI 001, TI 002, and TI 003 (RDT&E)

400004 Funding Document - 1300257019-00005 in support of SBX - TI 001, TI 002, and TI 003 (RDT&E)

400005 Funding Document -
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Mission
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TI 001, TI 002,
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6010 Base Year 1
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  Option

6110 Option Year 1
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6200 Option Year 2
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6210 Option Year 2
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<td>See Note B, C, D (TBD) Option</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9100</td>
<td>Option Year 4</td>
<td>1.0 LO</td>
<td>(b)(4)</td>
</tr>
<tr>
<td></td>
<td>ODC</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>See Notes B and D (TBD) Option</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9110</td>
<td>Option Year 4</td>
<td>1.0 LO</td>
<td>(b)(4)</td>
</tr>
<tr>
<td></td>
<td>Travel ODC Surge</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>See Note B, C, D (TBD) Option</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTE A: LEVEL OF EFFORT

For labor items, Offerors shall propose man-hours recommended in Section B to perform requirements of the Statement of Work (SOW) provided for the period of performance specified in Section F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these items. The Government estimate is [b](4) man-hours per year, with the mix recommended in Attachment 9 in Section J (excludes estimate man-hours for surge). The Government estimate is based on the total anticipated Level of Effort (LOE) for all tasks combined per CLIN.

NOTE B: OPTION

Option item to which the option clause in Section I applies and which is to be supplied only if and to the extent that said option is exercised.

NOTE C: SURGE

If the Government determines that an increased LOE or travel is required, the Government reserves the right to exercise 'surge' option CLINs for additional hours or travel in accordance with the SOW. In the event that the Government elects to exercise the surge option item, the appropriate ceiling and LOE or travel dollars may be re-aligned under labor or travel CLINs for each task identified in the SOW. The Government estimate is [b](4) man-hours per year for labor surge option items and [b](4) per year for travel surge option items. Offerors should propose surge options with the same labor mix and composite rate as the basic effort. All surge labor CLINs should be proposed as CPFF, and is not to exceed the prime Offeror's maximum fee percent in their SeaPort Enhanced (Seaport-e) Multiple Award Contract (MAC). All surge travel
ODC CLINs are cost only.

**NOTE D: OTHER DIRECT COSTS**

The Government estimates total ODCs for this TO to be (b)(4). The Government estimate for ODCs for the travel surge CLINs is (b)(4). ODCs should be proposed as prescribed in Section I.4.4.1.3.

**CLAUSES INCORPORATED IN FULL TEXT:**

**HQ B-2-0007 LIMITATION OF COSTS OR LIMITATION OF FUNDS LANGUAGE**

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

**HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)**

This entire TO is cost type. The CLINs for the base labor requirements are Cost Plus Incentive Fee (CPIF), the CLINs for surge are Cost Plus Fixed Fee and ODC CLINs are Costs Only.

Note: Upon award, the successful Offeror's proposed Maximum Incentive Fee percentage, if less than the solicitation stated thresholds, will be incorporated in the below clause and in FAR clause 52.216-10 INCENTIVE FEE in Section I. Offeror shall fill in the below table wherever "STBD" is indicated.

The first incentive fee calculation will be at the end of the second year of the TO.

The min fee shall be (b)(4) Target fee shall be (b)(4) Maximum fee shall be (b)(4)

(i) The final target cost, target fee amounts shall be based upon the actual level of effort the contractor provides as explained in the following paragraph.

**New Weighted Average Loaded Labor Rates (WALLR):**

<table>
<thead>
<tr>
<th>Labor Items</th>
<th>Labor Hours</th>
<th>Target Cost</th>
<th>Target Fee</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLIN 4000</td>
<td>(b)(4)</td>
<td>(b)(4)</td>
<td>(b)(4)</td>
<td>(b)(4)</td>
</tr>
<tr>
<td>CLIN 4200</td>
<td>(b)(4)</td>
<td>(b)(4)</td>
<td>(b)(4)</td>
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<tr>
<td>CLIN 4400</td>
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<td>(b)(4)</td>
<td>(b)(4)</td>
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</tr>
<tr>
<td>Rate/Hour</td>
<td>(b)(4)</td>
<td>(b)(4)</td>
<td>(b)(4)</td>
<td>(b)(4)</td>
</tr>
<tr>
<td>CLIN 7000</td>
<td>(b)(4)</td>
<td>(b)(4)</td>
<td>(b)(4)</td>
<td>(b)(4)</td>
</tr>
<tr>
<td>Rate/Hour</td>
<td>(b)(4)</td>
<td>(b)(4)</td>
<td>(b)(4)</td>
<td>(b)(4)</td>
</tr>
<tr>
<td>CLIN 7200</td>
<td>(b)(4)</td>
<td>(b)(4)</td>
<td>(b)(4)</td>
<td>(b)(4)</td>
</tr>
<tr>
<td>Rate/Hour</td>
<td>(b)(4)</td>
<td>(b)(4)</td>
<td>(b)(4)</td>
<td>(b)(4)</td>
</tr>
</tbody>
</table>

(i) The final CPIF target cost for CLIN 4000 (and if to the extent Options are exercised) Option CLIN(s) 4200, 4400, 7000 and 7200 shall be determined by multiplying the allowable hours worked, including subcontractor hours, under the CLIN by the rate/hour in the target cost column including cost of money, in the preceding table.
(ii) The final CPIF target fee for CLIN 4000 (if and to the extent Options are exercised) Option CLIN(s) 4200, 4400, 7000, and 7200 shall be determined by multiplying the allowable hours worked, including subcontractor hours, under the CLIN by the rate/hr in the target fee column of the preceding table.

(iii) The share ratio for the CPIF portion of the fee structure is for both underruns and overruns. The fee earned under the CPIF portion of the fee structure will be based on the total allowable cost incurred by the contractor in comparison to the final target cost for each of the aforementioned labor CLINs. See the Incentive Fee clause (FAR 52.216-10) in Section I of this TO for further information on how the target cost and target fee are determined and the fee earned is calculated.

**HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE I) (NAVSEA) (MAY 2010)**

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid fee at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

**HQ-B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of $500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

**HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005) (Applicable to CLINs 6000, 6010, 6100, 6110, 6200, 6210, 9000, 9010, 9100, 9110)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

   (i) travel at U.S. Military Installations where Government transportation is available,

   (ii) travel performed for personal convenience/errands, including commuting to and from work, and

   (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.
SECTION C DESCRIPTIONS AND SPECIFICATIONS

SBX-1 Mission Integration
Statement of Work

CLIN 4000, 4200, 4400, 7000, and 7200 Mission Integration O&S Support Services shall be performed IAW the Statement of Work (SOW) below. All non-labor costs (i.e., travel, licensing agreements, training costs, incidental material, etc.) shall be billed against ODC CLINs 6000, 6010, 6100, 6110, 6200, 6210, 9000, 9010, 9100, 9110. Applicable sections are identified in the SOW.

1.0 Scope

This SOW defines the Mission Integration (MI) support services, research and development, engineering, analysis, configuration management, information technology management, supply, programmatic, functional, and administrative tasking required in support of operation and sustainment of the Sea-Based X-Band Radar (SBX-1). The efforts under this TO will enable the SBX-1 to meet its operational requirements during and after transition from the Missile Defense Agency (MDA) to the US Navy. Task performance will primarily take place onboard SBX-1, with additional requirements at NSWC Port Hueneme, CA (NSWC PHD); Huntsville, Alabama; Pearl Harbor, HI; Dutch Harbor, AK; San Diego, CA; San Francisco, CA; and Washington, District of Columbia (DC).

1.1 Background

The SBX-1 was developed by the MDA and is a component of the Ballistic Missile Defense System (BMDS). In accordance with the MDA charter, when BMDS components reach Spiral Capability Delivery (SCD), they are to be transitioned to a lead service. A Memorandum of Agreement (MOA) was signed between the head of the MDA and the Chief of Navy Operations (CNO) in September 2008, establishing the framework for the transition and transfer of SBX-1 to the US Navy. The SBX-1 Navy Transition Office (NTO) has been established and NSWC PHD has been designated to lead the Mission Integration Operations and Sustainment of SBX-1.

The SBX-1 consists of an advanced radar system mounted on a modified oil-drilling vessel designed for exceptional stability in high winds and storms. The platform’s mobility allows the Warfighter to relocate SBX-1 to accommodate future “layers” of the BMDS.

SBX-1 tracks, discriminates, and assesses long-range ballistic missiles as part of the Ground-Based Midcourse Defense (GMD) system. The X-Band radar itself, which sits atop a floating platform, is the largest, most sophisticated phased array, electro-mechanically steered X-band radar in the world. It consists of thousands of antennae driven by transmit/receive (T/R) modules. The X-band radar provides the full fire control sensor functions for the GMD system,
including search, acquisition, tracking, discrimination, and kill assessment.

The MI contractor provides overall coordination of the radar, platform, and mission integration activities. MI activities include Operation and Sustainment (O&S) of the Non-BMDS Electronic Systems which included: SBX-1 Non-Mission Communications (NMC) systems; Weather and Air Surveillance (WxASR) system; Integrated Electronic Security System (IESS); and Direct-to-Sailor Entertainment system. Other MI activities included storeroom operations; Forward Support Team (FST) operations; Maintenance Integration/de-confliction; Facility Security (FSO) and Information System Security Officers (ISSO); Configuration Management (CM); and mission planning/management.

The SBX WxASR system provides coverage by utilizing two WxASR systems; one unit is mounted Port Forward, and the other is mounted Starboard Aft. The WxASR, when in weather mode (WX), detects, collects, and processes weather products to warn ship personnel of severe weather phenomena. In Air Search (AS) mode, aircraft can be detected up to 45,000 ft in altitude. A second trace is created out to 80 nautical miles and provides warning of aircraft intrusion around the vessel. MI provides for the operation and maintenance of the WxASR system and equipment.

MI NMC technicians maintain the SBX-1 NMC equipment providing internal communication onboard SBX-1 as well as data transfers between SBX-1 and most external locations not associated with the GMD Communications Network (GCN). NMC includes telephone services, Internet Web browsing, email, a SECRET level Virtual Private Network (VPN) with nodes onboard SBX-1 and at Vendor Depots.

IESS provides alarms, access, and camera surveillance of designated areas of the vessel. Monitoring of the system is performed by the SBX Security contractor while the MI staff maintains and supports the systems.

The FSO has been responsible for tasks such as, but not limited to, providing security training, processing visit requests, handling classified documents, etc. The ISSO has been responsible for tasks such as, but not limited to, information assurance, network security, etc.

The FST travels to the location of departure to process spares, materials, supplies, and personnel for transfer to and from the SBX-1. Also provides the processing of incoming and outgoing shipments of goods and arranging for movement of personnel to support crew rotation and vendor support visits. On Site Support Center (OSSC) personnel provide for shipping, receiving, inventory control, and property management of materials aboard the SBX-1.

Mission planning and management is accomplished by the Mission Director, coordinating efforts between the appropriate agencies and platform payloads.

Maintenance integration, de-confliction, and coordination are accomplished by a coordinated
effort between payloads, the MI Maintenance Manager and Controller/Scheduler. As a BMDS asset, some maintenance must be coordinated through the BMDS Operational Schedule and Weekly Activity Message process. CM tasks associated with maintenance and upgrades are supported by MI personnel.

### 1.2. Applicable Paragraphs

The following paragraphs and functional service areas of SeaPort Enhanced (SeaPort-e) MAC are applicable to this TO:

#### Basic SOW Paragraph Task Requirements

3.1 Research and Development Support  
3.2 Engineering, System Engineering and Process Engineering Support  
3.3 Modeling, Simulation, Stimulation, and Analysis Support  
3.4 Prototyping, Pre-Production, Model-Making, and Fabrication Support – N/A  
3.5 System Design Documentation and Technical Data Support – N/A  
3.6 Software Engineering, Development, Programming, and Network Support – N/A  
3.7 Reliability, Maintainability, and Availability (RM&A) Support  
3.8 Human Factors Engineering Support  
3.9 System Safety Engineering Support  
3.10 Configuration Management (CM) Support  
3.11 Quality Assurance (QA) Support  
3.12 Information System (IS) Development, Information Assurance (IA), and Information Technology (IT) Support  
3.13 Ship Inactivation and Disposal Support – N/A  
3.14 Interoperability, Test and evaluation, Trials Support  
3.15 Measurement Facilities, Range, and Instrumentation Support – N/A  
3.16 Logistics Support  
3.17 Supply and Provisioning Support  
3.18 Training Support  
3.19 In-Service Engineering, Fleet Introduction, Installation and Checkout Support – N/A  
3.20 Program Support  
3.21 Administrative Support

#### 2.0 Applicable Documents

The following documents of the revision or issue in effect at the date of Order, or as otherwise specified by the TI, form a part of this SOW for reference. In the event of conflict between the documents referenced herein and the contents of this SOW, the contents of this SOW shall prevail.
2.1. MILITARY SPECIFICATIONS AND STANDARDS

MIL-STD-1388-1 LOGISTIC SUPPORT ANALYSIS

MIL-STD-1388-2 DOD REQUIREMENTS FOR A LOGISTIC SUPPORT ANALYSIS RECORD

MIL-STD-130 DEPARTMENT OF DEFENSE STANDARD PRACTICE IDENTIFICATION MARKING OF U.S. MILITARY PROPERTY

MIL-STD-481 MILITARY STANDARD, CONFIGURATION CONTROL-ENGINEERING CHANGES (SHORT FORM), DEVIATIONS AND WAIVERS

MIL-STD-973 CONFIGURATION MANAGEMENT

2.2. OTHER GOVERNMENT DOCUMENTS

BS ISO 10007 QUALITY MANAGEMENT – GUIDELINES FOR CONFIGURATION MANAGEMENT

DOD-STD-480 CONFIGURATION CONTROL - ENGINEERING CHANGES, DEVIATIONS AND WAIVERS

DOD 8570.01-M INFORMATION ASSURANCE WORKFORCE IMPROVEMENT PROGRAM

DOD-STD-2167A MILITARY STANDARD, DEFENSE SYSTEM SOFTWARE DEVELOPMENT (29 FEB 1988)

DOD-STD-1703(NS) SOFTWARE PRODUCT STANDARDS (S/S BY MIL-STD-498)

DOD 8320.02-G GUIDANCE FOR IMPLEMENTING NET-CENTRIC DATA SHARING

OOK INTERACTIVE COMPUTER AIDED PROVISIONING SYSTEM

ISO 9001:2000 QUALITY MANAGEMENT SYSTEMS REQUIREMENTS

NPO SBX CM PLAN (DRAFT)

COMSC INSTRUCTION 5521.1A SECURITY SCREENING OF PERSONS WITH ACCESS TO MSC SHIPS

2.3. TECHNICAL DOCUMENTATION LIBRARY

THE TECHNICAL DOCUMENTATION LIBRARY IS A LIBRARY OF DOCUMENTS RELATED TO THE NON-BMDS ELECTRONIC SYSTEMS AND OPERATION OF SBX-1. THE LIST OF DOCUMENT FILES CAN BE FOUND AS ATTACHMENT 6 IN
SECTION J AND WILL BE PROVIDED AS GFI.

3.0 TASK REQUIREMENTS

THE CONTRACTOR SHALL PERFORM DUTIES AS THE MISSION INTEGRATOR FOR O&S OF THE SBX-1 AND IN ADDITION SHALL OPERATE, MAINTAIN, AND SUSTAIN THE SBX-1 NON-BMDS ELECTRONIC SYSTEMS, WHICH ARE THE IESS, WXASR, DIRECT TO SAILOR ENTERTAINMENT SYSTEM, AND NMC (SEE ATTACHMENT 5 - GOVERNMENT FURNISHED EQUIPMENT (GFE) IN SECTION J). THE CONTRACTOR SHALL INTEGRATE THE O&S ACTIVITIES OF THE FOLLOWING SEPARATELY CONTRACTED ELEMENTS: X-BAND RADAR (XBR); PLATFORM HULL; MECHANICAL AND ELECTRICAL; PHYSICAL SECURITY FORCE; IN-FLIGHT INTERCEPTOR COMMUNICATIONS SYSTEM (IFICS) DATA TERMINAL (IDT); GCN; EMBEDDED TEST, OFF-SHORE SUPPORT VESSEL (OSV); AND THE NON-BMDS ELECTRONIC SYSTEMS. THE CONTRACTOR SHALL SUPPORT THE NAVY PROGRAM OFFICE VESSEL SITE MANAGER IN EXECUTION OF DAILY SBX-1 OPERATIONS AND INTEGRATION OF BMDS TEST EVENTS. THE CONTRACTOR SHALL ALSO PROVIDE SHORE-SIDE SUPPLY CHAIN AND LOGISTICS SUPPORT IN THE SBX-1 AREA OF OPERATIONS TO FACILITATE AVAILABILITY OF SUNDRIES, MATERIALS, AND SPARES AS WELL AS PROCESSING PERSONNEL FOR TRANSIT TO SBX-1.

THE CONTRACTOR SHALL FURNISH ALL LABOR, FACILITIES, MATERIAL, AND EQUIPMENT EXCEPT FOR MATERIAL, FACILITIES, AND EQUIPMENT TO BE PROVIDED BY THE GOVERNMENT AND LISTED IN EACH TECHNICAL INSTRUCTIONS (TI) AS GOVERNMENT FURNISHED INFORMATION (GFI), GOVERNMENT FURNISHED MATERIAL (GFM), GOVERNMENT FURNISHED PROPERTY (GFP), AND GFE. SPECIFIC TASKING WILL BE IN ACCORDANCE WITH TI.

THE CONTRACTOR SHALL COLLECT, INSPECT, VALIDATE, AND DELIVER DATA; OPERATE, MAINTAIN, AND MONITOR SYSTEMS, SUBSYSTEMS, EQUIPMENT, AND COMPONENTS; ASSESS PROBLEMS; RECOMMEND CORRECTIVE ACTIONS; AND MAKE REPAIRS, TEST, AND MONITOR AS REQUIRED BY TI.

3.1 RESEARCH AND DEVELOPMENT SUPPORT

3.1.1 DESIGN AND DEVELOPMENT

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO DESIGN AND DEVELOPMENT:

PREPARE, REVIEW, OR SUPPORT THE DESIGN OF IMPROVEMENTS TO EXISTING
SBX-1 NON-BMDS ELECTRONIC SYSTEMS OR EQUIPMENT. ALL DESIGNS AND DESIGN CHANGES SHALL BE DOCUMENTED IN THEIR AS-BUILT CONFIGURATION AND PRESENTED AS LEVEL II OR LEVEL III DRAWINGS AND SPECIFICATIONS, UNLESS OTHERWISE REQUESTED IN THE TI. PRESENTATION SHALL BE IN ELECTRONIC FORMAT ACCESSIBLE TO GOVERNMENT PERSONNEL AS REQUESTED IN THE TI.

3.2. ENGINEERING, SYSTEM ENGINEERING AND PROCESS ENGINEERING SUPPORT

3.2.1. ENGINEERING AND TECHNICAL SUPPORT SERVICES

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO ENGINEERING AND TECHNICAL SUPPORT SERVICES:

PROVIDE ENGINEERING AND TECHNICAL SUPPORT FOR THE OPERATION, MAINTENANCE, SUSTAINMENT, INTEGRATION, TEST, REPAIR, AND ENGINEERING RELATED LOGISTICS OF SBX-1. PROVIDE THE PROCUREMENT OF MATERIAL INCIDENTAL TO THE PERFORMANCE OF THE SUPPORT SERVICES TASKED HEREIN. PROVIDE MAINTENANCE, LIFE-CYCLE MANAGEMENT, AND RELATED SERVICES FOR SBX-1 NON-BMDS ELECTRONIC SYSTEMS, SUBSYSTEMS, EQUIPMENT, AND COMPONENTS. (INCIDENTAL MATERIAL SHALL BE APPLIED TO CLINS 6000, 6100, 6200, 9000, AND 9100)

ENGINEERING SUPPORT REQUIRES VALUE ENGINEERING; SYSTEMS INTEGRATION; REVERSE ENGINEERING; SAFETY AND FAILURE ANALYSIS; DEMILITARIZATION/DISPOSAL ENGINEERING BOTH ON SBX-1 AND IN OTHER LOCATIONS.

TECHNICAL SUPPORT REQUIRES MAINTENANCE AND REPAIRS; QUALITY ASSURANCE AND SAFETY INSPECTIONS; DATA ENTRY AND SUPPLY CHAIN LOGISTICS ACTIVITIES.

3.2.2. SYSTEMS INTEGRATIONS

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO SYSTEMS INTEGRATION:

PROVIDE INTEGRATION FOR ALL ELEMENTS TO SUPPORT OPERATIONS AND SUSTAINMENT INCLUDING MAINTENANCE PLANNING AND AUTHORIZATION, VESSEL MOVEMENTS, SHIPYARD PLANNING, CREW ROTATION SCHEDULING, FST LOCATION AND OPERATIONS, MATERIAL MOVEMENTS, AND TEST EVENT COORDINATION.
ESTABLISH AND MAINTAIN CONTACT WITH GOVERNMENT AGENCIES TO INTEGRATE, FACILITATE, AND DE-CONFLICT VESSEL MOVEMENTS, SATELLITE AVAILABILITY, ASSET STATUS, INCREASE IN REDCON, AND AREAS OF OPERATION.

PROVIDE CENTRALIZED GUIDANCE AND DIRECTION FOR IDENTIFYING, REPORTING, AND DOCUMENTING ISSUES.

COORDINATE THE STAFFING ROTATION ABOARD SBX-1 AND COORDINATE FUELING AND MATERIAL DELIVERIES FROM THE OSV.

COORDINATE SBX-1 ACTIVITIES WITH THE SBX-1 SUSTAINMENT OPERATIONS AT NSWC PHD TO SUPPORT ASSET PROGRAM VISIBILITY AND LOGISTICS COORDINATION.

COORDINATE SBX-1 RADAR OPERATIONS, DE-CONFLICTING OPERATIONS, OBTAINING PERMISSIONS, EXECUTING CHECKLIST, COORDINATING SAFETY PRECAUTIONS, VESSEL CONDITIONS, MONITORING RADAR OPERATIONS, AND RETURNING TO NORMAL VESSEL OPERATIONS.

3.2.3. ENGINEERING CHANGE PROPOSAL (ECP) PREPARATION

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO ECP PREPARATION:

PREPARE, REVIEW, ANALYZE, AND ASSESS ENGINEERING CHANGE PROPOSALS FOR THE SBX-1 NON-BMDS ELECTRONIC SYSTEMS AND MAKE RECOMMENDATIONS FOR ENGINEERING CHANGE ORDERS AND TECHNICAL DIRECTIVES WITH SUPPORTING RATIONALE.

ASSESS SBX-1 VESSEL AND PAYLOAD ECPS FOR POTENTIAL IMPACTS AND RISK TO THE O&S OF SBX.

DELIVER AND PRESENT ECPS THROUGH THE CONFIGURATION CONTROL BOARD PROCESS CONTAINED IN THE NPO SBX-1 JOINT CONFIGURATION MANAGEMENT PLAN (DRAFT) PROVIDED AS GFI.

3.2.4. ENGINEERING INVESTIGATIONS AND ANALYSES

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO ENGINEERING INVESTIGATIONS AND ANALYSES:
PERFORM ON-SITE ENGINEERING INVESTIGATIONS, ANALYSIS, AND STUDIES TO EVALUATE NON-BMDS ELECTRONIC SYSTEMS, SUBSYSTEMS, EQUIPMENT, AND COMPONENTS AS WELL AS RELIABILITY, MAINTAINABILITY, AVAILABILITY, LOGISTICS SUPPORT, AND CONFIGURATION STATUS IN ACCORDANCE WITH APPLICABLE DRAWING SPECIFICATIONS. PARTICIPATE IN OTHER SBX-1 EQUIPMENT ANALYSIS SUPPORT ACTIVITIES.

PROVIDE ENGINEERING SUPPORT TO COLLECT DATA IN SUPPORT OF THE MATERIAL AND FAILURE REVIEW PROCESSES, NON-CONFORMANCE CLOSURES, FAULT TREE PREPARATION, ROOT CAUSE ANALYSIS AND COMPLIANCE WITH CM PLANS.

COLLECT AVAILABLE MAINTENANCE AND/OR TEST DATA, ANALYZE DATA, IDENTIFY TRENDS OR PROBLEMS AFFECTING MISSION REQUIREMENTS, AND SUBMIT RECOMMENDATIONS WITH ASSOCIATED RATIONALE FOR CHANGES TO DESIGN OR MAINTENANCE REQUIREMENTS TO IMPROVE AVAILABILITY AND PERFORMANCE.

PROVIDE ENGINEERING ANALYSIS SUPPORT FOR SBX-1 PAYLOAD INTERFACE ISSUE RESOLUTION. THE TASKS SHALL INCLUDE PERFORMING ENGINEERING INVESTIGATIONS AND RESEARCH; FAILURE ANALYSIS; DATA COLLECTION AND ANALYSIS; MATERIAL, PROCESS, AND MANUFACTURING ANALYSIS; AND ELECTRICAL AND MECHANICAL INVESTIGATIONS.

ORGANIZE AND ATTEND ON-SITE WORKING SESSIONS IN THE FLEET TO RESOLVE PROBLEMS AND IMPROVE PERFORMANCE IN THE AREAS OF MAINTENANCE AND OPERATION. REPORT THE RESULTS ALONG WITH RECOMMENDATIONS AND THE BASIS FOR THOSE RECOMMENDATIONS AS SPECIFIED IN THE TI.

3.2.5. ENVIRONMENTAL IMPACT STATEMENTS

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO ENVIRONMENTAL IMPACT STATEMENTS:

PREPARE OR REVIEW SBX-1 ENVIRONMENTAL IMPACT STATEMENTS AND ASSESSMENTS FOR SYSTEMS, SUBSYSTEMS, EQUIPMENT, COMPONENTS, OPERATIONS, AND FACILITIES.

PROVIDE WRITTEN REPORTS ON FINDINGS WITH ASSUMPTIONS MADE AND RECOMMENDATIONS.

3.3. MODELING, SIMULATION, STIMULATION, AND ANALYSIS SUPPORT
3.3.1. SCIENTIFIC / ENGINEERING ANALYSES AND STUDIES

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO SCIENTIFIC/ENGINEERING ANALYSES AND STUDIES:

EVALUATE PROPOSED SBX-1 ENGINEERING CHANGES, PERFORM FEASIBILITY STUDIES, AND INVESTIGATE AND RESOLVE ISSUES IN THE AREAS OF TECHNOLOGY APPLICATION, INSERTION, ITEM PERFORMANCE, OBSOLESCENCE, AND RELIABILITY IN THE NON-BMDS ELECTRONIC SYSTEMS.

SUBMIT FINDINGS TO INCLUDE ANY ASSUMPTIONS MADE OR RATIONALE USED IN ARRIVING AT RECOMMENDATIONS AND CONCLUSIONS.

3.3.2. OPERATIONS RESEARCH SUPPORT

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO OPERATIONS RESEARCH SUPPORT:

PERFORM RESEARCH, ANALYSIS, AND INVESTIGATIONS TO SUPPORT OPERATIONS OF THE SBX-1; THESE MAY INCLUDE STUDIES OF SBX-1 OPERATIONAL AVAILABILITY, OPERATIONAL AREAS, FST LOCATIONS, TRANSIT ROUTES, SUPPLY CHAIN MANAGEMENT, TRANSITION PROCESS REDUCTIONS, REDCON SUPPORT ANALYSIS, AND CONOPS REVISIONS.

CONSTRUCT, MODIFY, AND/OR PERFORM STATISTICAL/ANALYTICAL INVESTIGATIONS OF THE NON-BMDS ELECTRONIC SYSTEMS TO IDENTIFY OPPORTUNITIES TO ENHANCE O&S OF THE SYSTEMS.

3.3.3. FAILURE AND FIELD PERFORMANCE ANALYSIS

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO FAILURE AND FIELD PERFORMANCE ANALYSIS:

INVESTIGATE FAILURES AND NON-COMPLIANCES OF NON-BMDS ELECTRONIC SYSTEMS, SUBSYSTEMS, EQUIPMENT, AND COMPONENTS TO ISOLATE THE CAUSATIVE DEFECT AND RECOMMEND CORRECTIVE ACTIONS.

PERFORM AN ANALYSIS OF SYSTEM, SUBSYSTEM, EQUIPMENT, AND COMPONENT PERFORMANCE THROUGH AN ASSESSMENT OF DATA GENERATED DURING MAINTENANCE, TESTING, OR TRAINING EXERCISES.

3.3.4. TELECOMMUNICATIONS ELECTRONICS MATERIAL PROTECTED
FROM EMANATING SPURIOUS TRANSMISSIONS (TEMPEST) ANALYSIS

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO TEMPEST ANALYSIS:

PROVIDE ENGINEERING ANALYSIS FOR SYSTEMS, SUBSYSTEMS, EQUIPMENT, AND COMPONENTS FOR TEMPEST CONSIDERATIONS. THESE TEMPEST INVESTIGATIONS REQUIRE PREPARATION OF TEMPEST CONTROL PLANS, EVALUATIONS, TESTING, CERTIFICATION REPORTS, AND TEMPEST REPORTS.

3.3.5. TEST ACTIVITY SUPPORT

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO TEST ACTIVITY SUPPORT:

SUPPORT ALL SBX-1 TEST ACTIVITIES INCLUDING, BUT NOT LIMITED TO, TRANSITION FROM OPERATIONAL TO TEST ENvironments, AND COORDINATION/DE-CONFLICITION OF PAYLOAD TEST SUPPORT ACTIVITIES.

PARTICIPATE IN TEST EVENT PLANNING; VESSEL POSITIONING; COORDINATE TEST SCHEDULES; PREPARING INPUTS FOR TEST PLANS; REVIEWING TEST PLANS AND PROCEDURES; CONDUCTING TEST EVENTS; PROCESSING OF TEST EVENT PERSONNEL AND EQUIPMENT; AND PREPARING FORMAL REPORTS.

TEST AND EVALUATE COMPUTER PROGRAMS, EQUIPMENT, MODULES, AND COMPONENTS.

SUBMIT EVALUATIONS ALONG WITH THE RATIONALE FOR THESE EVALUATIONS TO THE GOVERNMENT.

WITNESS AND EVALUATE SYSTEM INTEGRATION OR INTERFACE TESTING AND MAKE RECOMMENDATIONS TO IMPROVE TESTING.

3.3.6. TEST PLANS AND PROCEDURES

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO TEST PLANS AND PROCEDURES:

INTEGRATE, COORDINATE, AND DEVELOP SYSTEM, SUBSYSTEM, EQUIPMENT, AND COMPONENT TEST PLANS FROM SBX-1 PROGRAM REQUIREMENTS.

EVALUATE AND ANNOTATE TEST PLANS ORIGINATED BY OTHER AGENCIES/CONTRACTORS PROVIDED AS GFI. EVALUATION OF PLANS AND
PROCEDURES SHALL BE FOR COMPLIANCE WITH REQUIREMENTS SPECIFIED IN THE TI FOR ADEQUACY TO DEMONSTRATE OR CONTROL SYSTEM, SUBSYSTEM, EQUIPMENT, AND COMPONENT QUALITY AND PERFORMANCE, AND FOR EASE OF IMPLEMENTATION, IN ACCORDANCE WITH DETAILED REQUIREMENTS.

SUBMIT AN EVALUATION REPORT ON THE ADEQUACY OF SUCH PLANS AND PROVIDE RATIONALE AND ASSUMPTIONS MADE.

DEVELOP DETAILED TEST PROCEDURES IMPLEMENTING TEST PLAN REQUIREMENTS IN AREAS THAT REQUIRE ENVIRONMENTAL AND BIOLOGICAL HAZARD ANALYSIS, RADIOGRAPHIC PROCEDURES, CHEMICAL PROCEDURES, ELECTRONIC AND ELECTRICAL PROCEDURES, EXPLOSIVE COMPONENT PROCEDURES, MECHANICAL AND HYDRAULIC PROCEDURES, AND THERMAL PROCEDURES.

3.3.7. TEST DATA COLLECTION/REVIEW/ANALYSIS

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO TEST DATA COLLECTION/REVIEW/ANALYSIS:

COLLECT, REVIEW, AND ANALYZE SYSTEM, SUBSYSTEM, EQUIPMENT, OR COMPONENT TEST DATA AND PERFORM PRE-TEST METHODOLOGY ANALYSES AS DIRECTED BY TI.

3.3.8. TESTS – SPECIAL

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO SPECIAL TESTS:

COLLECT RESULTS OF TESTS AND PROVIDE AN ENGINEERING ANALYSIS OR EVALUATION OF DATA PRODUCED DURING THE SPECIAL TESTING. THE GOVERNMENT MAY ELECT TO CONDUCT THE SPECIAL TESTS AND PROVIDE THE DATA AS GFI TO THE CONTRACTOR. THE ANALYSIS SHALL FREQUENTLY REQUIRE MATHEMATICAL MODELING AND COMPUTER GENERATED CURVES.

3.4. PROTOTYPING, PRE-PRODUCTION, MODEL-MAKING, AND FABRICATION SUPPORT - N/A

3.5. SYSTEM DESIGN DOCUMENTATION AND TECHNICAL DATA SUPPORT - N/A

3.6. SOFTWARE ENGINEERING, DEVELOPMENT, PROGRAMMING, AND NETWORK SUPPORT - N/A
3.7. RELIABILITY, AVAILABILITY AND MAINTAINABILITY (RA&M) SUPPORT

3.7.1. RELIABILITY, AVAILABILITY AND MAINTAINABILITY

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO RA&M:

ESTABLISH RA&M SYSTEM AND ANALYZE DATA FROM MAINTENANCE RECORDS, FAILURE DATA, NON-CONFORMANCE RECORDS, SUSTAINMENT RECORDS, AND PERFORM RA&M ANALYSIS TO SUPPORT SBX-1 SUSTAINMENT AND OPERATIONS.

PERFORM MAINTAINABILITY ANALYSES AND PREPARE MAINTAINABILITY PLANNING DOCUMENTATION ON SYSTEMS, SUBSYSTEMS, EQUIPMENT, OR COMPONENTS AS SPECIFIED BY TI.

PERFORM/ATTEND MAINTAINABILITY PROGRAM REVIEWS ON SYSTEMS, SUBSYSTEMS, EQUIPMENT, OR COMPONENTS; RECORD AND REPORT ANY DISCREPANCIES/PROBLEMS; FORMULATE RECOMMENDATIONS TO RESOLVE THESE DISCREPANCIES/PROBLEMS; AND SUBMIT THESE RECOMMENDATIONS WITH SUPPORTING RATIONALE TO THE GOVERNMENT.

3.7.2. OBSOLESCENCE MANAGEMENT

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO OBSOLESCENCE MANAGEMENT:

THE CONTRACTOR SHALL INSTITUTE A PROCESS TO MANAGE OBSOLESCENCE BY FACILITATING TIMELY, THOROUGH AND FLEXIBLE MANAGEMENT OF UNAVAILABLE/LIMITED AVAILABILITY PARTS AND TECHNOLOGY OVER THE LIFE OF THE CONTRACT. OPEN ARCHITECTURE TECHNOLOGY INSERTION SHALL BE USED WHEN POSSIBLE. IT PROVIDES ALTERNATIVES THAT LEVERAGE STATE-OF-THE-ART HARDWARE AND SOFTWARE THEREBY MITIGATING THE RISKS ASSOCIATED WITH: (1) TECHNOLOGY OBSOLESCENCE, (2) BEING LOCKED INTO PROPRIETARY OR VENDOR-UNIQUE TECHNOLOGY, AND (3) RELIANCE ON A SINGLE SOURCE OF SUPPLY OVER THE LIFE OF THE SYSTEM.

DEVELOP, IMPLEMENT, MANAGE AND OPERATE AN OBSOLESCENCE MANAGEMENT SYSTEM FOR THE SBX-1 NON-BMDS ELECTRONIC SYSTEMS.

PERFORM ANALYSIS TO IDENTIFY POTENTIAL OBSOLESCENCE CANDIDATES, IDENTIFY RISKS, ALTERNATES AND MITIGATION PLANS, MAKE RECOMMENDATIONS AND EXECUTE SOLUTIONS.

3.7.3. COST PERFORMANCE
THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO COST PERFORMANCE:

CAPTURE, MONITOR, AND REPORT THE TOP COST DRIVERS FOR MISSION INTEGRATION REQUIREMENTS. CAPTURED COSTS INCLUDE, BUT SHOULD NOT BE LIMITED TO: LABOR, MATERIAL, TRAVEL, TRANSPORTATION, MAINTENANCE, SUB-CONTRACT AND CONTRACT COSTS, LIFECYCLE COSTS, AND TOTAL OWNERSHIP COSTS.

UTILIZE AN INTEGRATED COST MANAGEMENT SYSTEM USED FOR FORECASTING, MANAGING, CONTROLLING, AND REPORTING STATUS OF CONTRACT COST.

REPORTS WILL CONTAIN A DESCRIPTION OF THE PROGRESS TO DATE ON THE CONTRACTOR’S PLAN FOR ANALYZING SUSTAINMENT COST OF OPERATING, MAINTAINING, AND DISPOSING OF THE EQUIPMENT DELIVERED, AND PROVIDING BEST VALUE ALTERNATIVE RECOMMENDATIONS. THE REPORT WILL PROVIDE DATA USED TO COMPUTE APPLICABLE CONTRACT METRICS AND RESULTANT OUTCOMES.

DEVELOP AND COORDINATE MITIGATION PLANS FOR ALL COST DEGRADERS.

3.8. HUMAN FACTORS ENGINEERING SUPPORT

3.8.1. HUMAN ENGINEERING

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO HUMAN ENGINEERING:

EVALUATE AND ANNOTATE GOVERNMENT FURNISHED HUMAN ENGINEERING PROGRAM PLANS, ANALYSIS REPORTS, TEST PLANS/PROCEDURES, AND OTHER HUMAN ENGINEERING RELATED DOCUMENTATION.

CHECK ENGINEERING DRAWINGS FOR DESIGN COMPLIANCE, REPORT DISCREPANCIES, AND SUBMIT RECOMMENDATIONS WITH SUPPORTING EVIDENCE FOR RESOLUTION.

ATTEND HUMAN ENGINEERING REVIEWS AND DEMONSTRATIONS, TESTING, AND MOCKUP/MODEL REVIEWS; RECORD DISCREPANCIES; AND FORMULATE RECOMMENDATIONS FOR RESOLUTION.

3.9. SYSTEM SAFETY ENGINEERING SUPPORT

3.9.1. SAFETY ENGINEERING
THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO SAFETY ENGINEERING:

PROVIDE SAFETY SUPPORT FOR THE SBX-1 BY EVALUATING ACTIVITIES WHILE UNDERWAY AND IN PORT, PROVIDING SAFETY ANALYSIS, REVIEWING JOB HAZARD ANALYSIS, TRAINING, AND PROVIDING RECOMMENDATIONS FOR PROCESS AND EQUIPMENT IMPROVEMENTS.

EVALUATE AND ANNOTATE GOVERNMENT FURNISHED SYSTEM SAFETY PROGRAM PLANS, TRACKING PROCEDURES, HAZARD LISTS, SAFETY EVALUATION AND TESTING PLANS/PROCEDURES, REPORTS, SAFETY-RELATED ECPS, AND OTHER SAFETY AND HAZARD ENGINEERING DOCUMENTS.

ATTEND SYSTEM SAFETY PROGRAM REVIEWS AND MONITOR HAZARD TRACKING AND RISK RESOLUTION EFFORTS.

PERFORM SAFETY ANALYSES ON SYSTEMS, SUBSYSTEMS, EQUIPMENT, AND COMPONENTS AND PROVIDE THE GOVERNMENT WITH REPORTS CONCERNING THEIR SAFETY HAZARDS, POTENTIAL SAFETY HAZARDS, AND POSSIBLE SOLUTIONS.

COORDINATE AND INTEGRATE SAFETY REPORTING WITH SAFETY REPRESENTATIVES OF THE VESSEL AND OTHER PAYLOADS.

3.10. CONFIGURATION MANAGEMENT (CM) SUPPORT

3.10.1. CONFIGURATION MANAGEMENT

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO CM:

INTEGRATE THE CM ACTIVITIES ABOARD SBX-1.

MAINTAIN THE CM PROGRAM FOR THE SBX-1, ENSURING THE VESSEL AND ALL SYSTEMS ABOARD ARE PARTICIPATING AND FOLLOWING PROGRAM CM PROCESSES AND PROCEDURES.

PARTICIPATE IN CHANGE CONTROL REVIEWS TO PROVIDE THE RESULTS OF VARIOUS STUDIES AND ANALYSES WHICH ARE BEING PERFORMED UNDER THIS TO. ALL PLANNED CHANGES, WHETHER EMERGENT OR OTHERWISE, SHALL BE VETTED THROUGH A GOVERNMENT LED CONFIGURATION CONTROL BOARD (CCB) THAT ENSURES ITEMS ARE PROPERLY DEFINED AND FISCALLY SUPPORTABLE TO MEET DESIRED OBJECTIVES. MEETINGS SHALL TAKE PLACE
AT NSWC PHD, CONTRACTOR SITES, OR VIRTUALLY VIA TELE-CONFERENCE OR WEB-CONFERENCE AND MAY CONSIST OF CCB, PLANNING MEETINGS, TECHNICAL, OR COORDINATION MEETINGS.

ESTABLISH AND FOLLOW A REQUIREMENTS AND CONFIGURATION MANAGEMENT PROCESS, DOCUMENTED IN THE SEA BASED X-BAND RADAR JOINT CONFIGURATION MANAGEMENT PLAN (DRAFT), USING COMMERCIAL BEST PRACTICES AND GOVERNMENT APPROVED TOOLS FOR MANAGING AND CONTROLLING CHANGES DURING THE LIFE OF THE DEVELOPMENT AND IMPLEMENTATION PHASES. AT A MINIMUM, THE CONFIGURATION MANAGEMENT PROCESS/PLAN SHALL INCLUDE ACTIVITIES LISTED BELOW:

- CHANGE REQUEST RECORDING
- CHANGE REQUEST EVALUATION
- ASSESSMENT OF IMPACT OF THE CHANGE TO THE PROJECT
- CHANGE REQUEST THRESHOLDS
- COMPOSITION OF A CHANGE CONTROL REVIEW BOARD
- CHANGE REQUEST IMPLEMENTATION AND ACCEPTANCE PROCEDURES
- INTEGRATION OF THE REQUIREMENTS CHANGES INTO THE SYSTEM IMPLEMENTATION
- DOCUMENTATION OF THE REQUIREMENT AND TECHNICAL CHANGES

SUPPORT AND MAINTAIN CONFIGURATION MANAGEMENT AND CONTROL OF ALL PRODUCT DEVELOPMENT IN COMPLIANCE WITH THE GOVERNMENT APPROVED CM PLAN AND IN ACCORDANCE WITH THE APPLICABLE DOD STANDARDS.

SUPPORT CONFIGURATION MANAGEMENT CONTROL TO ENSURE SUPPORT FOR REQUEST FOR CHANGE (RFC) ANALYSES AND SUBSEQUENT CONTROL BOARD REVIEW/APPROVAL PROCESSES IN ACCORDANCE WITH THE CCB PROCEDURES, ESTABLISHMENT OF FUNCTIONAL AND TECHNICAL BASELINES, SUPPORT FOR CONFIGURATION AUDITS, MAINTAIN VERSION CONTROL OVER ALL DEVELOPED CONFIGURATION ITEMS AND CONFIGURATION OBJECTS, AND ENSURE THAT CONFIGURATION ITEMS AND OBJECTS ARE IDENTIFIED AND MANAGED IN THE SUPPORT TOOL. THE CONTRACTOR SHALL ENSURE CONSISTENCY BETWEEN PROCESS AND ARCHITECTURE DOCUMENTATION AND THE AS-BUILT SOLUTION.

NOTIFY THE GOVERNMENT OF ANY CHANGES AT THE CONTRACTOR'S FACILITY, WHICH AFFECT THE CONTRACTOR'S ESTABLISHED CM PROCESS.

3.10.2. CONFIGURATION MANAGEMENT PLANNING
THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO CONFIGURATION MANAGEMENT PLANNING:

REVIEW AND/OR DEVELOP CONFIGURATION MANAGEMENT PLANS FOR EQUIPMENT SPECIFIED IN MODIFICATIONS TO SUPPORT THE NAVY PROGRAM OFFICE (NPO) CONFIGURATION MANAGEMENT PLAN. PLANS SHALL BE REVIEWED FOR EDITORIAL AND TECHNICAL COMPLIANCE WITH THE NPO CM PLAN WHICH WILL INTERFACE WITH THE MDA'S CONFIGURATION CONTROL PROCESS.

MAKE RECOMMENDATIONS WITH SUPPORTING RATIONALE FOR CHANGE FROM SOURCE MATERIAL.

3.10.3. CONFIGURATION IDENTIFICATION

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO CONFIGURATION IDENTIFICATION:

SCHEDULE CM MEETINGS, ANNOTATE PROPOSED AGENDAS FOR CM TECHNICAL REVIEWS, ATTEND TECHNICAL REVIEWS AND DOCUMENT PROCEEDINGS, AND EVALUATE THE RESPONSIVENESS OF THE REVIEWED ACTIVITY TO REQUIREMENTS.

3.10.4. CONFIGURATION CONTROL

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO CONFIGURATION CONTROL:

REVIEW AND ANALYZE REQUESTS FOR DEVIATIONS AND WAIVERS TO DETERMINE THE EFFECTS ON OPERATION AND SUSTAINMENT, CONFIGURATION IDENTIFICATION, AND LOGISTICS.

DETERMINE WHETHER REQUESTS FOR MINOR DEVIATIONS OR WAIVERS AND CLASS II ENGINEERING CHANGES ARE CORRECTLY CATEGORIZED AS DEFINED IN DOD-STD-480 OR MIL-STD-481.

SUBMIT REPORTS TO THE NPO ON ALL SUCH REVIEWS, DOCUMENTING THE RESULTS WITH ANY CHANGE RECOMMENDATIONS AND SUPPORTING RATIONALE.

PREPARE ENGINEERING CHANGE PROPOSALS, TEMPORARY DESIGN DEPARTURES, ENGINEERING CHANGE ORDERS, AND SPECIFICATION CHANGE NOTICES AND OTHER DOCUMENTS.
ATTEND CONFIGURATION MANAGEMENT AUDITS TO ENSURE THAT CONFIGURATION MANAGEMENT PLANS ARE ACCEPTABLE AND ARE IN EFFECT AND SUBMIT FINDINGS WITH SUPPORTING RATIONALE.

PREPARE TECHNICAL INPUTS FOR CONFIGURATION CONTROL BOARD DIRECTIVE.

3.10.5. CONFIGURATION AUDITS

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO CONFIGURATION AUDITS:

PROVIDE SUPPORT TO GOVERNMENT CONFIGURATION AUDIT TEAMS, BY VERIFYING AND DOCUMENTING THAT HARDWARE AND COMPUTER PROGRAMS, CONFIGURATION ITEMS (CIS), AND THEIR CONFIGURATION IDENTIFICATION ARE ACCURATE, COMPLETE (ACCORDING TO SPECIFIED REQUIREMENTS), ADEQUATE TO ESTABLISH THE PRODUCT BASELINE, AND COMPATIBLE WITH THE NEXT HIGHER LEVEL DESIGN DOCUMENTATION.

REVIEW THE CONFIGURATION ITEM'S TECHNICAL DOCUMENTATION AND SUBMIT AN ANALYSIS OF COMPARISON WITH ITS FUNCTIONAL CHARACTERISTICS FOR THE FUNCTIONAL CONFIGURATION AUDIT (FCA).

PROVIDE TECHNICAL EVALUATION IN CONDUCTING A PHYSICAL CONFIGURATION AUDIT (PCA) TO ENSURE THAT THE CIS PHYSICAL CONFIGURATION IS IN AGREEMENT WITH ITS DOCUMENTATION DESCRIPTION.

EVALUATE COMPLIANCE OF THE TECHNICAL DOCUMENTATION.

DETERMINE THE CORRELATION OF THE AS-BUILT CONFIGURATION WITH THE RELEASE AS-DESIGNED CONFIGURATION AS A PARTICIPANT WITH THE GOVERNMENT ON THE AUDIT TEAM. DISCREPANCIES AND RECOMMENDED CORRECTIVE ACTIONS SHALL BE DOCUMENTED ACCORDING TO PROCEDURES ESTABLISHED BY THE AUDIT TEAM AND SUBMITTED TO THE GOVERNMENT WITH THE CONTRACTOR'S JUSTIFICATION FOR RECOMMENDATIONS AND EVALUATION.

3.10.6 UNIQUE ITEM IDENTIFICATION (UID)

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO UNIQUE ITEM IDENTIFICATION:
PROVIDE DOD UID FOR EACH END ITEM.

REGISTER AND VALIDATE ALL UIDS WITH THE DOD UID REGISTRY AND SHALL ENSURE ALL ITEM PARENT/CHILD RELATIONSHIPS ARE ACCURATELY RECORDED IN THE UID REGISTRY. ALL PARTS MARKINGS SHALL BE IN ACCORDANCE WITH MIL-STD-130 AND DFARS 252.211-7003.

ENSURE THAT THE UID MARKING LOCATION SHALL BE OPTIMIZED FOR EASE OF SCANNING AND SHALL AVOID APPLYING UID MARKINGS ON CURVED OR ROUNDED SURFACES.

INCLUDE HUMAN READABLE INFORMATION OF THE 2D DATA MATRIX AS PART OF THE UID MARK WHERE ADEQUATE SPACE IS AVAILABLE. AT A MINIMUM THE MACHINE READABLE INFORMATION (MRI) SHALL INCLUDE:

- UID (CONCATENATED, EITHER CONSTRUCT 1 OR 2)
- ISSUING AGENCY CODE
- ENTERPRISE IDENTIFIER
- ORIGINAL PART NUMBER
- SERIAL NUMBER

3.11. Quality Assurance (QA) Support

3.11.1. Quality Assurance Support

The contractor shall provide the following services in relation to Quality Assurance Support:

Perform QA support/audits for the operation and sustainment of SBX-1 using BS ISO 10007 Quality Management – Guidelines For Configuration Management and ISO 9001:2000 Quality Management Systems Requirements as guidelines and are being adhered to in the execution of SBX-1 maintenance and repairs.

Coordinate and integrate the reporting, tracking, and disposition of non-conformances for SBX-1.

Perform quality assurance analyses and prepare quality assurance planning documentation on systems, subsystems, equipment, and components, and provide reports with recommendations and supporting data to the Government.

Attend quality assurance program reviews on specified systems, record and report any discrepancies/problems, and formulate recommendations, along with their respective justifications, to resolve these discrepancies/problems processes.

3.12. Information System (IS) Development, Information Assurance (IA), and Information Technology (IT) Support
3.12.1. Data Management, Computer and Software Support

The contractor shall provide the following services in relation to Computer and Software Support:

Provide SBX-1 data management, computer and software support related services in accordance with requirements set forth in TI issued under this SOW. These tasks encompass all aspects of the life cycle of hardware, software, and systems data entry and operation.

Identify and make available the commercial software/hardware products required in support of this effort, including follow-on maintenance support for the life of the contract. Costs associated with providing incidental software/hardware shall be applied to appropriate ODC CLIN. The Government shall own all software/data rights. Commercial-off-the-Shelf (COTS) and Non-Developmental Items (NDI) are the preferred resources.

Procure the commercial software/hardware products required in support of this effort having an Open Architecture and corresponding components, including follow-on maintenance support for the life of the contract. The Government shall own all software/data rights. The contractor is encouraged to make maximum use of existing Command and Department of the Navy (DoN) resources (software licenses, hardware, infrastructure, etc.) and Government procurement vehicles. Commercial-off-the-Shelf (COTS) and Non-Developmental Items (NDI) are the preferred alternatives. In the evaluation of COTS and NDI the contractor shall follow MIL-HDBK-1221 CHG. NOTICE 3. The latest DoN approved software baseline and exception list shall be adhered to as much as possible, unless functionality is not available on the lists or is not appropriate for the command. Where functionality is not available, the contractor shall so explain. Software not on the DoD Baseline or Exceptions lists shall be subject to approval by the Government.

Provide all software customization and configuration of COTS software required under this contract.

Provide multi-disciplinary support for the management of acquisition, technical, and logistics data.

Follow an industry accepted software methodology and discipline to ensure project success and include key components such as documentation, risk management, and configuration management. This support shall include evaluation and consolidation of existing database functionality, development of new data management functionality, and realignment of work processes to fully capture the productivity advantages of data availability.

3.12.2. Data Management/Migration

The contractor shall provide the following services in relation to Data Management/Migration
Support:

Institute a complete data management strategy to include Data Dictionary, meta-data management, and participation in the Government's acquisition data management process.

Prepare a data migration plan/strategy that includes migration of data from legacy and to-be-retired systems and is conducted in a manner to prevent, or minimize, duplicate data entry by project teams into data management solutions.

Work to be performed and required data deliverables shall be specifically described in the (TI).

Furnish all labor, facilities, material, and equipment except for that material, facilities, and equipment to be provided by the Government as GFX and will be defined in the TI. Tasking may include development of process and controls, Integrated Product Team support, metrics development, collection and analysis, emerging developments/technologies, cost/benefit analysis, information assurance, and certification efforts.

3.12.3. Management Information Systems

The contractor shall provide the following services in relation to Management Information Systems:

Establish and maintain a secure Integrated Data Environment (IDE) for hosting all data used on or produced in support of this TO, including cost, schedule, technical data and deliverables.

The purpose of the IDE is to create a seamless, collaborative data environment for the contractor and government team which contains all pertinent data about the project throughout its development and delivery. This data management program, including IDE structure, format, processes, and procedures, shall be documented as part of the contractor's TO Program Management Plan.

Provide the Government team access to all data listed in the Data Accession List (DAL) by actively using the IDE. The DAL shall contain the list of all data generated in support of this TO. Deliveries of data in addition to the IDE shall be as indicated in the CDRL.

Perform analysis, review, design, development, testing, documentation, implementation, and user training on the applicable information system. In cases where no system exists, the requirements will be investigated and recommendations with alternate solutions presented.

Design and develop the selected system using best value solutions. The use of Commercial or Government Off-the-Shelf (GOTS) Software and Hardware shall be utilized as appropriate. Costs associated with providing incidental software/hardware in performance of this service shall be applied to the appropriate ODC CLIN.
Perform application and system testing and assist in the Government acceptance testing as required.

Document the system as required in the TI with system documentation, user documentation, and instructions.

Implement the tested system(s) at the prescribed sites, assure full and complete system operation, and train users as required in the TI.

Support all audits, inspections, and accreditation, validation and verification activities of SBX-1 information systems.

Data shall be protected in accordance with (IAW) the contractor's Program Protection Plans. The Government reserves the right to witness all contractor efforts to accomplish the SOW requirements and maintains the right to comment on processes in support of SBX-1 information system operations.

3.12.4. Computer Resources Support

The contractor shall provide the following services in relation to Computer Resources Support:

Ascertain, model, and document software requirements specifications; review, analyze, design, develop, test, maintain, and document computer software; perform configuration control and maintain a software library for computer software configuration items; develop training materials; train users and system administrators; installation of software may be on the vessel, at NSWC Crane, DoD installations, or at the contractor's facility; and provide on-site and Help Desk support for all computer software equipment and components.

May be required to obtain other certifications outlined in DoD 8570.01M Information Assurance Workforce Improvement Program.

Review and assess software changes for impact on logistics support and review life-cycle management plans that address the scope and purpose of computer resources support for impact upon interchangeability, producibility, and standardization.

3.12.5. Data Entry

The contractor shall provide the following services in relation to Data Entry:

Develop a data management system and provide the labor to receive and record data on management, maintenance, and engineering documents.
Maintain the data management system while integrating all SBX-1 elements into the data management system.

Receive and record the documents from SBX-1 activities, record and input the data, verify the data inputs, and make data available for engineering, lifecycle management, maintenance, and reporting functions. For existing systems, written operating instructions will be provided with the TI.

Organize and attend on-site working sessions to resolve problems in the areas of maintenance and operation of the data management system.

### 3.12.6. Data Maintenance and Distribution

The contractor shall provide the following services in relation to Data Maintenance and Distribution:

Provide the labor necessary to operate and/or develop data repositories containing SBX-1 maintenance, RAM, non-conformance, and engineering data. This data consists of items such as engineering drawings, failure data, maintenance reports, manuals, and other technical documents for which hard copy or magnetic media masters are to be retained.

Receive documents, maintain an automated logging system, copy each document on microfilm or other media as specified in the TI for protection on a sequential number system; remove and release documents as requested; maintain a record of master and copy holders; provide reproduction and distribution; and perform other librarian type tasks as required by TI.

### 3.12.7. Data Destruction

The contractor shall provide the following services in relation to Data Destruction:

Maintain an awareness of the most current classification and data destruction requirements and provide support to destroy both classified and unclassified data at both Contractor and/or Government facilities.

### 3.12.8. Program Protection

The contractor shall provide the following services in relation to Program Protection:

Provide program protection and information assurance support for SBX-1 operations and sustainment.

Perform duties aboard SBX-1 at sea as well as ashore to ensure the security requirements of the program are met.
Possess or obtain a facility clearance at the classification level indicated on the associated DD Form 254. Each contractor requiring access to unclassified Government automated information systems or data will require a National Agency Check (NAC), as a minimum, in accordance with DoD 5200.2-R. Security clearance requirements will be specified in the individual TTs. DD Form 254, contract Security Classification Specifications, is provided as Exhibit 2.

Validate that all personnel coming aboard SBX-1 meet the appropriate individual requirements or are escorted at the appropriate levels. This includes any crew, shore support staff, visitors, guests, and vendor support.

Ensure all personnel coming aboard SBX-1 are properly briefed on SBX-1 security, IA, photography, and closed area access and computer security.

Coordinate SBX-1 access activities with the Physical Security Officer, Forward Support Team, Off-shore Support Vessel Captain and NPO Vessel Site Manager, to ensure access is properly controlled.

Perform duties to ensure an integrated SBX-1 Information Assurance program and compliance.

3.13. Ship Inactivation and Disposal Support – N/A

3.14. Interoperability, Test and evaluation, Trials Support – N/A

3.15. Measurement Facilities, Range, and Instrumentation Support – N/A

3.16. Logistics Support

The contractor shall provide the following services in relation to Logistics Support:

Plan and direct the identification and development of logistics support and system requirements for the SBX-1 operation and sustainment as well as non-BMDS Electronic system, subsystems, equipment, and components, with the goal of creating a system that last longer and requires less support, thereby reducing costs and increasing return on investments. Therefore, address the aspects of supportability during acquisition and throughout the operational life cycle of the SBX-1.

All elements of ILS shall be developed in coordination with the system efforts and with each other. Tradeoffs may be required between elements in order to acquire a system that is: affordable (lowest life cycle cost), operable, supportable, sustainable, transportable, and environmentally sound.

ILS planning activities coincide with development of the system acquisition strategy, and the program will be tailored accordingly.
ILS is categorized into the following elements:

- Reliability engineering, Maintainability engineering and Maintenance (preventive, predictive and corrective) Planning
- Supply (Spare part) Support / acquire resources
- Support and Test Equipment/Equipment Support
- Manpower and Personnel
- Training and Training Support
- Technical Data / Publications
- Computer Resources Support
- Facilities
- Packaging, Handling, Storage, and Transportation (PHS&T)
- Design Interface

3.17. Supply Support

3.17.1. SBX-1 Storekeeping

The contractor shall provide the following services in relation to Storekeeping:

Perform storekeeping activities aboard SBX-1 for the vessel and all payloads to include packaging, shipping, handling and transportation, and procurement activities.

Receive shipments aboard SBX-1, inspect deliveries, store and inventory parts, document storage locations, issue parts to work orders, identify low stock items, manage inventory database, update stocking information, document damaged deliveries, prepare and package shipments for delivery, prepare DD1149 transfer documents, track shipments, coordinate shipments with vendors, carriers, and the Forward Support Team.

Run inventory reports, consumption reports, stocking information and prepare reports and presentations to support management briefings and procurement and life cycle engineering for all elements.

Perform periodic inventories of all consumables, spares and repair parts, and provide status and deficiency reports.

3.17.2. SBX-1 Forward Support Team (FST)

The contractor shall provide the following services in relation to FST:

The FST consists of the Operational Support Site (OSS) Site Manager or delegate, Logistics personnel, Vessel Superintendent, and Port Engineer. The FST will ensure arrangements have been properly coordinated to support SBX-1 for cleared passenger/crewmember transportation,
fuel, lube oil, shipping containers and stores as well as off loading of used oil, hazardous materials (if any), and waste.

Perform shore-side supply chain integration and Forward Support Team operations for SBX-1.

Establish and operate forward logistics support operations to support SBX-1 in various areas of operations.

Identify FST facility requirements necessary for operations and sustainment of SBX-1. This identification requires consideration of space, volume, equipment, utilities, temperature, humidity, storage, shelf space, facility environment, and related issues concerning the facility's overall mission and operational requirements.

Provide evaluation of facility needs as operations and Forward Support Team locations change.

Arrange for needed facilities, storage, material handling equipment, connectivity to facilitate Forward Support Team operations.

Receive all SBX-1 shipments, validate shipments to SBX-1 procurement documentation, prepare shipments for delivery on Off-shore Support Vessel (OSV), and manifest all shipments, screen, and process visitors and crew for transfer to SBX-1.

Receive shipments from SBX-1, process documentation, arrange carriers, and execute handling, storage or transportation as needed from Forward Support Team locations.

Coordinate with Military Sealift Command (MSC) and OSY to assist in OSV fueling, personnel transfer and access, delivery of containers, consumables, sundries, and spares for the SBX-1.

Conduct analyses in the areas of handling equipment, storage considerations, and transportability issues and make recommendations along with the supporting rationale for those recommendations. Such analyses, reviews, and planning shall consider, but not be limited to, adequacy of levels of protection, preservation, container design, functionality, re-usability, and marking.

3.17.3. Supply Support

The contractor shall provide the following services in relation to Supply Support:

Make recommendations regarding the range and depth of items to be stocked, as well as their source, maintenance, and recoverability aspects. This shall involve utilizing maintenance plans, phased support plans, site/unit activation schedules, and weapons systems planning documents to determine or evaluate the support material list, contractor support, and repair of repairable requirements.
Provide additional supply support to maintain, update, and/or review existing supply support processes and to alleviate defined deficiencies. This shall include investigations, reviews, and evaluations of parts utilization data, Defense Logistics Support Center screening requirements, improved supply procedures to affect a more efficient system, and inventory control point effectiveness.

### 3.17.4. Packaging, Handling, Storage, and Transportation

The contractor shall provide the following services in relation to Packaging, Handling, Storage, and Transportation. Any non-labor related costs shall be applied to the appropriate ODC CLIN.

Ensure proper packaging, handling, storage and transportation of Non-BMDS Electronic spares, materials and consumables departing from shore going to the SBX-1 and leaving the vessel.

Ensure proper documentation which will be identified in the TI is completed for transport to and from the vessel for all materials, spares, sundries and consumables.

Provide scheduled and unscheduled transportation necessary to meet all customer and mission requirements. Services include movement of passengers, cargo, personal property, official passenger travel, and deployment and contingency support. Costs associated with transportation services shall be applied to the appropriate ODC CLIN.

Act as a liaison to provide input and coordination concerning transportation issues.

Responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government. The Contractor is responsible for ensuring that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

### 3.18. Training Support

#### 3.18.1. Training

The contractor shall provide the following services in relation to Training. Any non-labor related costs shall be applied to the appropriate ODC CLIN.

Provide, attend, and participate in various training classes, seminars, and exercises required to support the SBX-1 program; such as Asset Management and Incident Command System seminars, classes and exercises listed below, but not limited to:
• Safety of Life at Sea (SOLAS)
• Cold Weather
• Man Overboard
• Personal Protection Equipment (PPE) Usage
• Fall Protection
• Safety Equipment

Specific training will be identified by TI.

3.19. In-Service Engineering, Fleet Introduction, Installation and Checkout Support – N/A

3.20. Program Support

3.20.1. Program Support

The contractor shall provide the following services in relation to Program Support:

Provide program management support in the mission of integrating, operating and sustaining SBX-1 systems, and components. This support shall include, but not be limited to, tasks in planning, organizing, technical analysis, recommendations, and reporting. This support shall include, but not be limited to, tasks in preparing strategic plans; technology transfer; quality assurance; financial budgeting and accounting; workload planning and analysis; capital investment planning and budgeting; financial and workload data analysis; and capital asset utilization. These tasks involve: Tentative Operational Requirements Papers; Operational Requirements Papers; Development Options Papers; Work Assignment Summaries; Decision Coordinating Papers; Integrated Program Summaries; Critical Path Networks; Mission Needs Statements; Systems Integration Concepts and Interoperability/Resolution Issues. Program management practices shall provide visibility into the contractor’s organization and techniques used in managing the program.

3.20.2. Meeting Representation

The contractor shall provide the following services in relation to Meeting Representation:

Provide qualified personnel to attend SBX-1 O&S reviews, technical problem meetings, failure review boards, material review boards, configuration change boards, and program status reviews.

Represent the government at meetings in the capacity of an advisor, presenter, expert, listener, and minutes/note keeper; however the contractor shall never function for the government in voting or other decision-making capacity.

Present briefings, participate, make recommendations and record and distribute minutes.

3.20.3. Program Reports, Briefing Preparations, and Graphic Support
The contractor shall provide the following services in relation to Program Reports, Briefing Preparations, and Graphic Support:

Develop and prepare SBX-1 program reports; briefings, briefing materials, presentation packages, photographs, and demonstration/ feasibility portfolios including draft and final versions.

Integrate text and graphics in these materials and submit the final version in the format specified by the Program.

Responsible for collection, consolidation, and integration of data for preparation of program status reports including vessel and payloads. These reports shall be in narrative form with graphics as appropriate to better define the information. They shall include management and program historical information, current status, and expected schedule of future events.

Format and publish documents such as test reports, configuration identification manuals, test procedures, workload planning and execution, continuous improvement results/data, etc.

3.20.4. Organizational Interfaces and Communications

The contractor shall provide the following services in relation to Organizational Interfaces and Communications:

Establish and maintain appropriate interfaces with local, state, and federal government agencies, US Navy commands, and other SBX-1 contractors required to support operations and sustainment of SBX-1. Successful integration of SBX-1 O&S activities will require a coordinated effort between SBX-1 contractors, USN commands and various government agencies, i.e.; STRATCOM, PACOM, MDA, FAA, and USCG. Due to the different areas of operation and readiness states appropriate chain of command and notification processes need to be established and documented.

Investigate existing organizations, mission requirements, and establish lines of communications to appropriate organizations with respect to accomplishing its mission requirements more effectively.

Develop, update, maintain, and deliver processes and procedures to address the following varied SBX-1 operating environments: test, development, shipyard, operational.

3.20.5. Risk Management

The contractor shall provide the following services in relation to Risk Management:
Support and participate in the SBX-1 NPO Risk Management process.

Develop and implement a risk management process, to identify, elevate, and mitigate risks associated with the non-BMDS Electronic systems and SBX-1 integration.

Prepare and present identified risks, participate in risk boards, and make recommendations for mitigations.

3.21. Administrative Support

3.21.1. Functional and Administrative Support

The contractor shall provide the following services in relation to Functional and Administrative Support:

Develop, analyze, make recommendations, provide rationale for the recommendations, and provide technical and administrative support in preparing SBX-1 data calls; workload plans; program plans and/or project associated documentation. These plans will normally be requested on an operational basis, with the type of plan differing according to the operational environment; REDCON, test, shipyard, or maintenance.

Participate in Integrated Master Schedule (IMS) development, updates and reviews; providing updates of current activities, scheduling and forecast of maintenance, test and shipyard activities, and data calls for outstanding actions. A partial listing of the types of plans required is provided below, any additional requirements will be specified by TI.

- Contract Data Requirements Lists
- Configuration Management Plans
- Integrated Logistics Support Plans
- Quality Assurance Plans
- Statements of Work
- Work Breakdown Structures
- Operational Support Plans
- Depot Support Plans
- Shipyard Work Packages
- Policies, Processes and Procedures
- Plan of Action & Milestone
- Test Event Plans

3.21.2. Meeting Coordination

The contractor shall provide the following services in relation to Meeting Coordination:

Provide meeting coordination support as specified by TI. This effort consists of planning
meetings, coordinating schedules with participants, reserve meeting space; prepare agenda and/or briefing materials, ensuring that briefing materials and equipment are available, recording and publishing meeting minutes, and developing and maintaining an action item tracking system for specified projects.

4.0 Government Furnished Items

4.1. Government Furnished Information (GFI)

The Government will provide all applicable technical documentation and information as specified in paragraph 2.0 and 3.0 of this SOW, which is deemed necessary to make analyses and determinations to the Contractor as GFI. This includes technical manuals, training materials and information, drawings, specifications, procedures, processes, and quality system documents required for the performance of engineering and technical support. This GFI will be provided as required or at the request of the Contractor and identified in each specific TI. Attachment 6 in section J provides a historical list of GFI.

4.2. Government Furnished Material (GFM)

The GFM will be provided when the Contractor has a requirement for special or specific Government material in the performance of specific tasking. GFM will be identified in each specific TI. Attachment 7 in Section J provides a historical list of GFM.

4.3. Government Furnished Equipment (GFE)

4.3.1. Onboard SBX-1

The GFE (servers, switches, routers, phones, workstations, cabling and fiber networks, software and hardware, etc.) to be provided onboard the SBX-1 is referenced in attachment 5 in section J.

4.3.2. Ashore

NMCI approved IT hardware will be made available for contractor use on a non-interfering basis at NSWC PHD, or other designated Government offices for the accomplishment of the tasks set forth in this SOW and each TI. The Government will provide local telephone service for the Contractor when performing onsite. Long distance and Federal Telephone System (FTS) calls shall be made only when necessary for the performance of work under this SOW. The Contractor is advised that the Government requires certification of toll calls and FTS calls as being official under the terms of this contract. Non-official calls will be billed back to the Contractor. The Contractor shall have the capability to interface and access all required web-collaborative tools, such as iPDM and the PEO Ships IDE. Access for all employees supporting this task is required to access project workspaces and document archives that are germane to the performance of this task. The Contractor shall identify the number and type of NMCI seats required for their own use to support the requirements of the SOW. The Contractor shall negotiate and procure NMCI Level II seats directly from the NMCI vendor. Responsibility
for administration of PEO IWS NMCI seats remains with the Government.

4.4. Government Furnished Facilities (GFF)

4.4.1. Onboard SBX-1

Berthing will be double occupancy of staterooms with the possible exception of the Mission Director. Staterooms contain large flat screen TV's and DVD players. Laundry services and meals are provided by the platform operator. SBX-1 has a gym and equipment that is available to all personnel; crew lounge has computers and large screen TV for watching movies and TV; Direct to Sailor TV (DTS) is available to all staterooms and crews lounge for entertainment as well.

4.4.2. Ashore

The Government will provide existing office space, which may include desk, chair, computer, computer peripherals, copier and fax access, telephone. These Government furnished facilities apply to land-based and vessel-based requirements. The Government and Contractor will jointly determine facility requirements and locations for meetings and program reviews as well as suitable infrastructure to manage program requirements to support the scope of activities.

4.5. Return of Government Furnished Items

All GFI, GFE, and GFM provided to, or acquired by, the Contractor shall be returned to the Navy upon completion of assigned tasking.

5.0 DATA DELIVERABLES

All data deliverables shall be made as specified and in Contractor format unless otherwise directed.

CDRL: A001
DID Number DI-SESS-81003C
DID Title Commercial Drawings/Models and Associated Lists
SOW Para.

CDRL: A002
DID Number DI-MCCR-80700
DID Title Computer Software Product End Item
SOW Para. Sec. 3

CDRL: A003
DID Number DI-SESS-81001C
DID Title: Conceptual Design Drawings/Models
SOW Para.: Sec. 3

CDRL: A004
DID Number: DI-ADMN-81249A
DID Title: Conference Agenda
SOW Para.: Sec. 3

CDRL: A005
DID Number: DI-ADMN-81250A
DID Title: Conference Minutes
SOW Para.: Sec. 3

CDRL: A006
DID Number: DI-MGMT-81334B
DID Title: Contract Work Breakdown Structure (CWBS)
SOW Para.: Sec. 3

CDRL: A007
DID Number: DI-MGMT-80227
DID Title: Contractor’s Progress, Status and Management Report
SOW Para.: Sec. 3

CDRL: A008
DID Number: DI-SESS-81002D
DID Title: Developmental Design Drawings/Models and Associated Lists
SOW Para.: Sec. 3

CDRL: A009
DID Number: DI-CMAN-80639C
DID Title: Engineering Change Proposal (ECP)
SOW Para.: Sec. 3

CDRL: A010
DID Number: DI-DRPR-80651
DID Title: Engineering Drawings
SOW Para.: Sec. 3

CDRL: A011
DID Number: DI-MGMT-80596
DID Title: Government Furnished Information Deficiency Report
SOW Para.: Sec. 3
CDRL: A012
DID Number DI-SESS-81520B
DID Title Instructional Media Design Package
SOW Para. Sec. 3

CDRL: A013
DID Number DI-IPSC-81436A
DID Title Interface Design Description
SOW Para. Sec. 3

CDRL: A014
DID Number DI-IPSC-81434A
DID Title Interface Requirement Specification (IRS)
SOW Para. Sec. 3

CDRL: A015
DID Number DI-ILSS-80114
DID Title Logistics Support Analysis Record (LSAR) Data
SOW Para. Sec. 3

CDRL: A016
DID Number DI-ADMN-81373
DID Title Presentation Material
SOW Para. Sec. 3

CDRL: A017
DID Number DI-SESS-81000C
DID Title Product Drawings/Model and Associated Lists
SOW Para. Sec. 3

CDRL: A018
DID Number DI-ADMN-80925
DID Title Revisions to Existing Government Documents
SOW Para. Sec. 3

CDRL: A019
DID Number DI-MISC-80711A
DID Title Scientific and Technical Reported
SOW Para. Sec. 3

CDRL: A020
DID Number DI-MGMT-81650
DID Title Integrated Master Schedule
CONTRACT NO.  N00178-04-D-4061
DELIVERY ORDER NO. FC02
AMENDMENT/MODIFICATION NO. 11
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SOW Para.  Sec. 3

CDRL:  A021
DID Number  DI-IPSC-81433A
DID Title  Software Requirements Specifications (SRS)
SOW Para.  Sec. 3

CDRL:  A022
DID Number  DI-IPSC-81438A
DID Title  Software Test Plan (STP)
SOW Para.  Sec. 3

CDRL:  A023
DID Number  DI-IPSC-81443A
DID Title  Software Users Manual (SUM)
SOW Para.  Sec. 3

CDRL:  A024
DID Number  DI-IPSC-81442A
DID Title  Software Version Description (SVD)
SOW Para.  Sec. 3

CDRL:  A025
DID Number  DI-MGMT-80269
DID Title  Status of Government Furnished Equipment (GFE) Report
SOW Para.  Sec. 3

CDRL:  A026
DID Number  DI-CMAN-80776
DID Title  Technical Data Package
SOW Para.  Sec. 3

CDRL:  A027
DID Number  DI-MISC-80508A
DID Title  Technical Report - Study/Services
SOW Para.  Sec. 3

CDRL:  A028
DID Number  DI-NDTI-80566
DID Title  Test Plan
SOW Para.  Sec. 3

CDRL:  A029
DID Number: DI-NDTI-80603
DID Title: Test Procedures
SOW Para.: Sec. 3

CDRL: A030
DID Number: DI-SESS-81732/T
DID Title: Request for Waiver (RFW)
SOW Para.: Sec. 3

CDRL: A031
DID Number: DI-MGMT-81453A/T
DID Title: Data Accession List (DAL)
SOW Para.: Sec. 3

CDRL: A032
DID Number: DI-MGMT-81466A
DID Title: Cost Performance Reports (Formats 1-5)
SOW Para.: Sec. 3

CDRL: A033
DID Number: DI-MGMT-81468
DID Title: Quarterly Contract Funds Status Report
SOW Para.: Sec. 3

6.0 SPECIAL CONDITIONS

6.1. Security Clearance Requirements

A SECRET Clearance shall be required for both facility and personnel to perform certain tasks of this SOW. The Contractor shall have access to Department of Defense classified drawings. However, the Contractor shall not input classified data into any personal computer either linked or not linked to a Government Defense network, with the exception of classified documents being input into SIPR/MDA CNET.

6.1.1. Security Requirements pertaining to “Facility” and Personnel” are as follows:

6.1.1.1 Facility

The Contractor shall provide capability to store up to SECRET information/material in secure container. The Contractor shall be able to work with SECRET material (may be restricted room or area). The Contractor shall be able to access the SIPRNet at any appropriate location support secure communications with the vessel and other supporting activities.
6.1.1.2 Personnel

Contractor personnel shall be United States citizens. All Contractor personnel shall possess SECRET security clearances.

The work performed under this TO will involve access to, handling of, and generation of classified material. The contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this TO, (2) assure compliance with all DOD and U.S. Navy regulations regarding security, and (3) assure compliance with any written instructions from the Security Officer of the activity issuing the TI under this TO. Specific security requirements applicable to the work to be performed under each TI will be identified in the individual TI. The contractor shall provide for obtaining SECRET security clearances for contractor employees requiring access to classified information and/or entry to controlled areas. Only those persons who have a “need-to-know” shall be given application for security clearances. Visit requests will be provided to the Crane Division Security Department on all employees requiring access to classified information.

6.2. Travel

Travel may be required throughout the continental United States (CONUS) and to locations outside of CONUS. Trip duration will normally not exceed five working days plus the required transit time this does not include crew rotations on SBX-1. When required to obtain access to a Government facility, ship, aircraft, or other duty station, the contractor shall initiate requests for Need-to-Know Certification and submit these requests to the COR for appropriate action. Trips will be identified by TI as required.

The above travel does not include crew rotation; additional travel may be required for this effort and shall be identified by TI. (CLINs 6000, 6100, 6200, 9000, and 9100 apply)

6.2.1. Vessel Support Rotation

Crew rotation personnel shall be required to travel to San Francisco, CA; San Diego, CA; Pearl Harbor Naval Ship Yard, HI; or Dutch Harbor, AK. This requirement shall be applicable to all relevant SBX-1 contractor personnel. Appropriate lead time determination for the identified location shall be determined by the contractor and submitted for Government approval. Muster points, rotation duration, and other relevant details shall be identified by TI. (CLINs 6000, 6100, 6200, 9000, and 9100 apply)

6.2.2. Travel Authorization

All travel undertaken by the contractor for performance of tasking must have prior authorization by the Contracting Officer Representative (COR).
6.3. Contracting Officer Representative (COR)

The COR is identified in Section G.

6.4. Incremental Funding

This TO will be funded incrementally as required. Each project will be identified by CLIN/SLIN.

6.5. Safety and Health

The requirements of this order may require contractor personnel to come in contact with or be exposed to hazardous conditions. The Contractor shall abide by all applicable federal, local and state occupational safety and health requirements. The Government will provide Standard Operating Procedures (SOP) when applicable and identify hazardous conditions in the TI. The contractor must have on record a corporate safety plan and shall provide a copy to the COR when instructed. The Contractor shall ensure all employees have appropriate Personal Protection Equipment (PPE). The Contractor shall ensure employees have all required training and certifications related to Occupational Safety and Health Requirements. The contractor shall maintain an accurate record of and shall report all accidents to the COR and/or the Crane Division Security Department.

6.6. Control of Contractor Personnel

All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the Crane Division Security Department. Assignment, transfer, and reassignment of contractor personnel shall be at the discretion of the contractor. However, when the Government directs, the contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All Contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct the same as government personnel. Prior to conducting work under this contract, a list of employees that will be working on site shall be provided. The Contractor employee list shall contain full names, security clearance levels, social security numbers, and job titles. This list shall be updated within forty-eight (48) hours after changes occur.

6.7. Identification Badges

Identification badges will be required from the Government for contractor personnel to be located on Government property. The identification badge shall be visible at all times while employees are on Crane Division property.

Furnish all requested information required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges.

The contractor shall ensure that all employees who have a NSWCC badge turn in the badge
immediately upon termination of their employment under this TO.

6.8. Accident Reporting

Maintain an accurate record of and shall report all accidents to the COR and/or the Crane Division Security Department.

6.9. Smoking Regulations

Smoking on Crane Division, Crane, IN premises shall be in approved areas only in accordance with NAVFAC P-1021. Smoking in vehicles is prohibited.

6.10. Hours of Operation

The following hours of operation shall apply to the contractor's on-site personnel and the contractor's liaison facility personnel:

6.10.1. Normal Hours on-site

The Government’s hours of operation at NSWC Crane in Code GXR are between the hours of 6:00 a.m. to 5:00 p.m. Eastern Time (Daylight Saving Observed) Monday through Friday except Federal Holidays or pre-planned closed days. Hours before 6:00 a.m. or beyond 5:00 p.m., Monday through Friday are dependent upon availability of Government employees on-site. The contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work required by the TI.

6.10.2. Vessel Rotation

Mission Integration support is comprised of 24 hours a day 7 days a week (24/7). A crew rotation schedule shall be submitted for approval by the government.

Crew rotations will occur as needed. Each company is responsible for transit of their personnel to the applicable Port of Embarkation (POE) and from the applicable Port of Debarkation (POD).

Typical POE/POD are:
- San Francisco CA
- San Diego CA
- Pearl Harbor Naval Ship Yard, HI
- Dutch Harbor, AK

Transit travel costs will be charged to the ODC CLIN. Travel is in accordance the Joint Travel Regulations (JTR). (CLINs 6000, 6100, 6200, 9000, and 9100 apply)

6.10.3. Overtime
Overtime shall be performed as considered necessary by the contractor to meet the tasking and to the extent authorized in 52.222-2 in Section 1. The approved overtime shall not be exceeded without authorization from the contracting officer. The definition of overtime is as follows: Work in excess of forty hours per week or work performed on Saturday, Sunday, and holidays. Onboard personnel supporting SBX work 12 hour shifts. No hours shall be charged to the contract outside of normal working hours or approved overtime. Contractor personnel providing support to the SBX-1 both on board and at Forward Support Team locations may be required to work extended weeks up to 84 hours.

6.10.4. Closed Days

All closed days will be designated by the Commander, NSWC, Crane Division. Closed days will be associated with holidays, National Security and/or inclement weather/dangerous conditions. The Contractor will not be allowed to work on NSWC, Crane Division during designated closed days, unless they are deemed to be essential personnel. Essential personnel will be identified by the Government, and communicated to the contractor prior to the designated closed day, and will be authorized by COR/KO and specified on individual TI. In the event the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to leave or indirect charges in accordance with the company policy.

6.10.5. Inclement Weather

When Crane Division, Crane, IN, is closed by the Commander because of inclement weather conditions (per current Inclement Weather Plan), notification of closing will be broadcast over local radio stations.

6.10.6. Holidays

A list of Government Agency observed holidays and/or closed days in conjunction with holidays will be published at the beginning of each calendar year. Contractor employees will not be allowed to work on NSWC, Crane on a holiday and/or closed day unless they are deemed to be essential personnel. The contractor is advised that access to the Government installation may be restricted on these holidays:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year's Day</td>
<td>Birthday of Martin Luther King, Jr.</td>
</tr>
<tr>
<td>President's Day</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Labor Day</td>
</tr>
<tr>
<td>Columbus Day</td>
<td>Veteran’s Day</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Christmas Day</td>
</tr>
</tbody>
</table>

In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall
be observed in accordance with company policy.

6.11. Certification, Training, and Licensing Requirements

Provide personnel with the correct certification, training, and licenses to perform the mission work safely and correctly. The following types of certification or training may be required to complete tasking. Each TI will identify the certification, training, and licensing requirements. Contractor employees shall obtain the necessary training/certifications required in the performance of their assigned tasks. The certification training specific to the Government may be funded/provided by the Government. This includes certifications such as Electrostatic Discharge, Soldering, Wire Bonding, Safety of Life At Sea (SOLAS), etc. Contractor shall successfully complete other Government specific training courses such as Government contracting, procurement, Government business/financial, funding, etc. Training considered to be employee development shall not be directly charged to the Government.

6.12. Safety

Ensure that all work shall be conducted in a safe manner and while on Center, the contractor shall abide by all federal, local, and state occupational safety and health requirements, security, and environmental regulations and be authorized use of NMCI equipment and IT services. If the Contractor fails to promptly comply with safety requirements, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The requirements of this order may require contractor personnel to come in contact with or be exposed to hazardous conditions. The Government shall provide Standard Operating Procedures when applicable.

Have on record a corporate safety plan and shall provide a copy to the COR when instructed.

Ensure all employees have appropriate Personal Protection Equipment.

Ensure employees have all required training and certifications related to the Occupational Safety and Health Requirements.

6.13. Release of Information

All technical data provided to the Contractor shall be protected from the public. All other information relating to the items to be delivered and services to be performed under this TO may not be disclosed by any means without prior approval of the authorized representative of the Contracting Officer. Dissemination or public disclosure includes but is not limited to permitting access to such information by foreign nationals by any other person or entity or publication of technical or scientific papers or advertising or any other proposed public release.

Provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access.
6.14. Non-disclosure agreements (NDAs)

Contractor personnel may be required, from time to time, to sign Non-Disclosure Agreements as applicable to specific SOW tasking. The COR will notify the contractor of the number and type of personnel that will need to sign the Non-Disclosure agreements. The signed Non-Disclosure Agreements shall be executed prior to accessing data or providing support for information that must be safeguarded and returned to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR.

6.15. Privacy Act

Under US Code Title 5, Section 552, information accessed in completing this TO is subject to the Privacy Act.

6.16. Damage Reporting

Maintain an accurate record of and shall report to the COR all damages to Government Furnished Equipment and Facilities.

6.17. Non-Personal Services

The Government will neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the Contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the Contracting Officer immediately. These services shall not be used to perform work of a policy/decision making or management nature, i.e., inherently Governmental functions. All decisions relative to programs supported by the Contractor shall be the sole responsibility of the Government.

6.18. Contractor Identification

This TO is for non-personal services as defined by FAR Subpart 37.104. As such, Contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. In addition, contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

6.19. Investigations

Contractor employees located on Government property shall cooperate with Government investigative agencies conducting criminal or administrative investigations.
6.20. Government Observations

Government personnel, such as Inspector General or higher headquarters staff, are authorized to observe Contractor operations. Efforts will be made to minimize the degree of disturbance on Contractor performance.

6.21. Use of Government Vehicles/Material Handling Equipment

Contractor may be required to drive Government owned/leased vehicles and material handling equipment on-site at NSWC Crane and shore-side support locations in performance of their duties. Authorization to drive Government owned/leased vehicles and operate Government owned materials handling equipment, such as overhead cranes and forklifts, will be specifically authorized when applicable. All contractor personnel operating Government vehicles/handling equipment shall possess a valid state driver's license. Contractor shall report any accidents involving motor vehicles or any other Government equipment immediately to the cognizant Government manager and the Contracting Officer.

7.0. Place of Performance

Provide personnel to perform services at Contractor’s facility, NSWC PHD or any other off-site locations required to complete mission goals, which may include San Diego, CA; San Francisco, CA; Washington, D.C. Metropolitan area; Huntsville, AL; Pearl Harbor, HI; Port Hueneme, CA; and Dutch Harbor, AK. SBX-1 work will require support from on board the SBX-1, at various Forward Support Team locations to enable support SBX-1 deployments, the Navy SBX transition Office in Washington, DC, and at the Missile Defense Agency (MDA) in Huntsville, Alabama.

8.0. Performance Standards

As a performance based acquisition for engineering, technical and management support services, the requirements are structured around the results to be achieved as opposed to the manner by which the work is to be performed. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality levels summarized in the Quality Assurance Surveillance Plan (QASP) identified as Attachment 4 to the RFP. For each of the Task Requirements identified, performance standards are required to be met.

H81S TRAVEL COSTS AND RESPONSIBILITIES

(a) Performance under this TO may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for his personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.

(b) The Government will reimburse the Contractor for allowable travel costs incurred by the
Contractor in performance of the TO in accordance with FAR subpart 31.2 or 31.3 as applicable.
(c) Travel shall be in accordance with the Joint Travel Regulations.

**HC25S ACCESS TO GOVERNMENT SITE (JUN 2004)**

1. Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site.

2. The contractor shall ensure that contractor personnel employed on any Government site become familiar with and obey Activity Regulations.

3. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry.

4. The contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption.

5. Contractor personnel shall bear personal protective equipment in designated areas.

6. All contractor equipment shall be conspicuously marked for identification.

7. The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

**VESSEL TURN-OVER**

Navy Assumption of Responsibility (AOR) - The vessel will be accepted by Missile Defense Agency (MDA) and Government Furnished Equipment, Material and Property (GFX) conveyed to Navy on or about TBD. The date and time of the execution of the DD250 will be confirmed and notification will be provided in writing to the incumbent contractor and the incoming prime contractor by the Navy Contracting Officer.

Responsibilities - During the transition, all parties shall work together in a manner that will not unduly delay the work.

1. Prior to the Navy AOR -
   a. The incumbent contractor will continue O&S tasking until receipt of notification that Navy AOR execution is complete.
   b. The incoming prime contractor will perform on-the-job training (OJT) and/or job shadowing asking prior to notification that the Navy has assumed responsibility for the vessel.

2. After Navy AOR -
   a. Roles will be reversed:
      i. The incumbent contractor will perform job-shadowing tasks.
ii. The incoming prime contractor will be responsible for performance of all O&S tasking.

**HQ C-1-0001 DATA REQUIREMENTS (NAVSEA) (SEP 1992)**

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit 1, attached hereto.

**HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)**

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve
access to information covered by paragraph (a), substituting "subcontractor" for "Contractor"
where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

**HQ C-2-0004 ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)**

Officers, employees and associates of other prime Contractors with the Government and their
subcontractors, shall, as authorized by Technical Instruction (TI) or authorized Government
representative (COR), have, at all reasonable times, access to the vessel(s) where and as required,
and be permitted on the vessel(s) as authorized, to perform and fulfill their respective obligations
to the Government. The Contractor shall make reasonable arrangements with the Government or
Contractors of the Government, as shall have been identified and authorized by the TI to be
given admission to the vessel for office space, work areas, storage or shop areas, or other
facilities and services, necessary for the performance of the respective responsibilities involved,
and reasonable to their performance.

**HQ C-2-0006 ADDITIONAL PROVISIONS RELATING TO GOVERNMENT
PROPERTY (NAVSEA) (SEP 2009)**

(a) For purposes of paragraph (h) of the clause entitled "GOVERNMENT PROPERTY" (FAR
52.245-1) in addition to those items of property defined in that clause as Government Property,
the following shall also be included within the definition of Government Property:

(1) the vessel;
(2) the equipment on the vessel;
(3) movable stores;
(4) cargo; and
(5) other material on the vessel

(b) For purposes of paragraph (b) of the clause entitled "GOVERNMENT PROPERTY",
notwithstanding any other requirement of this contract, the following shall not be considered
Government Property:

(1) the vessel;
(2) the equipment on the vessel;
(3) movable stores; and
(4) other material on the vessel

**HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S)
DELIVERED TO AND/OR RECEIVED FROM THE
GOVERNMENT (NAVSEA) (APR 2004)**

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as
defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE
AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer database with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA)(MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in revised
(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

HQ C-2-0019 DISPOSITION (NAVSEA) (SEP 1990)

(a) Within sixty (60) days after the effective date of termination or expiration of this contract, or within such longer period as the Contracting Officer may approve in writing, the Contractor shall submit to the Contracting Officer, in form satisfactory to him, an accounting for all Government-owned property.

(b) Within ninety (90) days after the Contractor accounts for any property pursuant to paragraph (a) above, the Contracting Officer shall give written notice to the Contractor as to the disposition thereof, except as otherwise provided in paragraph (d) below. In effecting such disposition, the Government may either:

(1) abandon any such property in place, and thereupon all obligations of the Government regarding such abandoned property shall cease; or

(2) require the Contractor to comply at Government expense, with such written directions as the Contracting Officer may give with respect to

(i) the preparation, protection, removal, or shipment of the affected property;

(ii) the restoration of Government owned land or buildings incident to the removal therefrom of Government owned property; and

(iii) the sale of any affected property in such manner, at such times, and at such price or prices, as may be approved by the Contracting Officer, except that the Contractor shall not be required to extend credit to any purchaser.

(c) If the Contracting Officer fails to give the written notice required by paragraph (b) above within the prescribed ninety (90) day period, or within thirty (30) days' written notice to the Government and at Government risk and expense,

(1) retain the property in place, or

(2) remove any of the affected severable property located in Contractor owned buildings or property and store them elsewhere, at Contractor's plant or in a public insured warehouse, in accordance with sound practice and in a manner compatible with their security classification, if any. Except as provided in this paragraph, the Government shall not be liable to the Contractor for failure to give the written notice required by paragraph (b) above.

(d) Nonseverable items of the property or items of the property subject to patent or
proprietary rights shall be disposed of in such manner as the parties may have agreed to in writing.

(e) The Government, either directly or by third persons, may remove or otherwise dispose of any terminated property other than for which specific provision is made in paragraph (d) above.

(f) The Contractor shall, within a reasonable time after the expiration of the ninety (90) day period specified in paragraph (b) above, remove all property owned by it from land or buildings owned or acquired by the Government and take such action as the Contracting Officer may direct in writing with respect to restoring such land or buildings, insofar as they are affected by the installation therein of the Contractor's property, to their condition prior to such installation.

(g) Unless otherwise specifically provided in this contract, the Government shall not be obligated to the Contractor to restore or rehabilitate any property at Contractor's plant, except where such restoration or rehabilitation is caused by the removal of the property. The Contractor agrees to indemnify the Government against all suits or claims for damages arising out of the Government's failure to restore or rehabilitate any property at the Contractor's plant or property of its subcontractors, except any such damage as may be occasioned by the negligence of the Government, its agents, or independent Contractors.

HQ C-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (SEP 2009)

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for

(1) The specifications set forth in Section C, and

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.
(c)(1) The Contracting Officer may at any time by written order:

   (i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NVSEA Form 4340/2 or Schedule C, as applicable; or
   
   (ii) add items of data or information to NVSEA Form 4340/2 or Schedule C, as applicable; or
   
   (iii) establish or revise due dates for items of data or information in NVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

Note: Schedule C can be found as Attachment 6 - Government Furnished Information in section J.

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NVSEA) (JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the order work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the order, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this order may create a potential organizational conflict of interest on the instant order or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this order shall be limited as described below in accordance with the requirements of FAR 9.5.

(d)(1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this order. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible
from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this order. This prohibition shall expire after a period of three years after completion of performance of this order.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the order for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this order or becomes, or
should become aware of an organizational conflict of interest after award of this order and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this order for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this order for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this order; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this order.

(n) Compliance with this requirement is a material requirement of this order.
SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with the provisions of the basic contract. Some deliveries may contain classified information.

HQ D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

(1) name and business address of the Contractor
(2) contract number
(3) contract dollar amount
(4) whether the contract was competitively or non-competitively awarded
(5) sponsor:
   (Name of Individual Sponsor)

   (Name of Requiring Activity)

   (City and State)
SECTION E INSPECTION AND ACCEPTANCE

All provisions and clauses in SECTION E of the basic contract apply to this TO, unless otherwise specified in this TO.

HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Inspection and acceptance shall be made by the Contracting Officer’s Representative (COR) or a designated representative of the Government via WAWF.

PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURE

(a) This is a performance-based contract as defined in FAR Part 37.6 (PERFORMANCE BASED ACQUISITION). Contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan provided as Attachment 4 in section J.

(b) The plan defines that this review and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site: http://cpars.navy.mil

CLauses Incorporated by Reference

52.246-3 Inspection of Supplies-Cost Reimbursement MAY 2001
52.246-5 Inspection of Services-Cost Reimbursement APR 1984
SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following items are as follows:

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CLIN - DELIVERIES OR PERFORMANCE

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

The Contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, as follows:

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CLAUSES INCORPORATED BY REFERENCE:

52.242-15 Stop-Work Order (Alt I) (Aug 1989)
SECTION G CONTRACT ADMINISTRATION DATA

All provisions and clauses in SECTION G of the basic contract apply to this TO, unless otherwise specified in this TO.

ACCOUNTING DATA

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under Seaport-e, all funding is identified/obligated at the SubCLIN (SLIN) level. SLINs are established sequentially by the Seaport-e software. Each obligation of funds receives a unique SLIN identifier, even if the funds are an increase to an existing line of accounting (ACRN). Thus, an individual work assignment that is funded incrementally, could have one ACRN but multiple SLINs. Accounting for expenditures and invoicing at the SLIN level is required.

SECURITY ADMINISTRATION

The highest level of security required under this TO is Secret as designated on DD Form 254 attached hereto and made a part hereof. The Commander, Defense Security Service, Director of Industrial Security, Southern Region, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (SEP 2009)

(a) In accordance with the clause of this contract entitled “ELECTRONIC SUBMISSION OF PAYMENT REQUESTS” (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at https://wawf.eb.mil provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at http://wawftraining.com. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at http://acquisition.navy.mil/navyars/content/view/full/3521/. The most useful guides are “Getting Started for Vendors” and “WAWF Vendor Guide”.

(c) The designated CCR EB point of contact is responsible for activating the company’s CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company’s CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company’s CAGE code at https://wawf.eb.mil.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (contracting officer check all that apply)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- X Cost Voucher (Cost Reimbursable, T&M, LH, or FPI)
- Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations
Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on “Send More Email Notification” and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:

(b)(4), (b)(6)

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS’s WinS for electronic end to end invoicing until the functionality of WinS has been incorporated into WAWF.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number.

CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (JAN 2001)

(a) Pursuant to FAR 42.1502, this task order is subject to DoD’s Contractor Performance Assessment Rating System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract/task order. CPARS is located at http://www.cpars.navy.mil/. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor’s performance. The contractor has thirty (30) days after the Government’s evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor’s 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a User ID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS. Name, Phone, E-mail Address.
GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

Procuring Contracting Officer (PCO):

(b)(6)

(b) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in any of the requirements of this TO, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO’s. The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. In the event the contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

Contract Specialist:

(b)(6)

(b) The Contract Specialist is the representative of the Contracting Officer for all contractual matters.

Contracting Officers Representative (COR):

(b)(6)

(b) The COR is the PCO’s appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the TO or to otherwise change any TO requirements. A copy of the COR appointment letter which provides a delineation of COR authority and responsibilities is provided at contract award.

CONSENT TO SUBCONTRACT

For subcontracts and consulting agreements for services, where the prime contractor anticipates that hours delivered will be counted against the hours in the proposed Level of Effort, Consent to Subcontract authority is retained by the Procuring Contracting Officer.
252.204-0004 Line Item Specific: by Fiscal Year. (SEP 2009)

The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

Accounting Data

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MOD 04 Funding
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MOD 05 Funding
For SBX Mission Integration OSS support

MOD 06 Funding
For Sea-Based X-band Radar Program

MOD 07 Funding
For Sea-Based X-band Radar Program

MOD 08 Funding
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In support of SBX Mission Integration O&O

**MOD 10**

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In support of SBX Mission Integration O&O
SECTION H SPECIAL CONTRACT REQUIREMENTS

All provisions and clauses in SECTION H of the basic contract apply to this TO, unless otherwise specified in this TO.

TO ORDER RATES

The following rates have been approved for this TO.

- Annual Labor Escalation: (b)(4)
- Minimum Incentive Fee: (b)(4)
- Maximum Incentive Fee: (b)(4)
- Fixed Fee on Surplus CLINs

The above maximum rates are applicable to the prime contractor. If subcontracting is proposed, the prime contractor is strongly encouraged to restrict subcontractor fixed fee to the lower of (a) the prime contractor's fee under this order or (b) the subcontractor's SeaPort-e fixed fee rate where the subcontractor is also a prime contractor under SeaPort-e. The purpose of this is the Government's desire to avoid having it be more financially lucrative for a firm to be a subcontractor rather than a prime contractor under SeaPort-e. The Government strongly encourages the prime contractor to also implement this under Time and Materials subcontracts. Subcontractors may not earn fee on ODC's.

The Government also strongly encourages the prime contractor to eliminate "double pass-thru" costs by (1) avoiding second tier subcontractors/consultants during performance and (2) where this situation is unavoidable, limiting subcontractor pass-thru costs to the lower of (i) the prime contractor's pass-thru rate under this order or (ii) the subcontractor’s SeaPort-e pass-thru rate where the subcontractor is also a prime contractor under SeaPort-e.

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APRIL 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

1. Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

2. Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:
(a) DEPARTMENT means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

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<th>ITEM(S)</th>
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<th>ALLOTTED TO FEE</th>
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<td></td>
<td></td>
<td>10/1/11-9/30/12</td>
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</tbody>
</table>

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs N/A are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the
The Government will provide only that property set forth below. notwithstanding any term or condition of this task order to the contrary. Upon Contractor's written request to the cognizant COR, via the cognizant Procuring Contract Office, the Government will furnish the following for use in the performance of this task order:

* To be identified upon issuance of each Technical Instruction (TI).

**NAVSEA 5252.245-9108 GOVERNMENT FURNISHED PROPERTY (SEP 1990)**

The Government will provide only that property set forth below, notwithstanding any term or condition of this task order to the contrary. Upon Contractor's written request to the cognizant COR, via the cognizant Procuring Contract Office, the Government will furnish the following for use in the performance of this task order:

---

**NAVSEA 5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010)**

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be the total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal, as having hours included in the proposed level of effort (does not include surge CLINS).

(b) Of the total man-hours of direct labor set forth above, it is estimated that man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hour effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hour effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall
The applicable contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor’s estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional “main office” worksite. An alternative worksite means an employee’s residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee’s main office. The Government reserves the right to review the Contractor’s alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor’s election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION
The following types of insurance are required in accordance with the clause entitled, Insurance - Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

1. Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least $500,000 per occurrence.

2. Automobile Insurance: $200,000 per person and $500,000 per accident for bodily injury and $20,000 per accident for property damage.

3. Standard Workmen’s Compensation and Employer’s Liability Insurance (or, where maritime employment is involved, Longshoremen’s and Harbor Worker’s Compensation Insurance) in the minimum of $100,000.

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (JUN 2004)
The applicable Service Contract Wage Determinations by the Secretary of Labor are provided as attachment 3 - Wage Determination in Section J.

HG10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2004)
(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the contractor’s facilities or in any other manner communicates with contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order.
(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this task order.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer’s. In the event the contract affects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

**CLAUSES INCORPORATED BY REFERENCE**

252.234-7002 Earned Value Management System
SECTION I CONTRACT CLAUSES

Note: All the provisions and clauses of SECTION I of the basic contract apply to this TO unless otherwise specified herein.

CLAUSES INCORPORATED IN FULL TEXT

FAR 52.216-10 INCENTIVE FEE (Mar 1997) (Applicable to CLIN 4000, if exercised, 4200, 4400, 7000 and 7200).

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) Withholding of payment. Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of 85 percent of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the applicable fee or $100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable.

(1) The fee payable under this contract shall be the target fee increased by \( \frac{(b)(4)}{b(4)} \) for every dollar that the total allowable cost is less than the target cost or decreased by \( \frac{(b)(4)}{b(4)} \) for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than \( \frac{(b)(4)}{b(4)} \) or less than \( \frac{(d)}{d} \).

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of—

(i) Payments made under assignments; or

(ii) Claims excepted from the release as required by paragraph (b)(2) of the Allowable Cost and Payment clause.
(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of—
(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;
(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;
(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;
(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause; (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or
(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(g) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

52.217-8 - OPTION TO EXTEND SERVICE

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009)

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

ITEM(S) LATEST OPTION EXERCISE DATE
4100, 4200 No later than 12 months after the TO Award date.
4300, 4400 No later than 24 months after the TO Award date.
4500, 7000 No later than 36 months after the TO Award date.
7100, 7200 No later than 48 months after the TO Award date.
7300 No later than 60 months after the TO Award date.
6000, 6010 No later than 12 months after the TO Award date.
6100, 6110 No later than 24 months after the TO Award date.
6200, 6210 No later than 36 months after the TO Award date.
9000, 9010 No later than 48 months after the TO Award date.
9100, 9110 No later than 60 months after the TO Award date.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed $18,461,960 (authorized overtime is IAW offeror’s proposal and includes prime and subcontractor burdened overtime) or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

252.222-7999 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RESTRICTING THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEVIATION) (FEB 2010)

Use the following clause in all contracts in excess of $1 million utilizing funds appropriated by the Fiscal Year 2010 Defense Appropriations Act (Pub. L. 111-118), except in contracts for the acquisition of commercial items and commercially available off-the-shelf items.

(a) Definitions.

"Covered subcontract," as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of $1 million and uses Fiscal Year 2010 funds.

(b) The Contractor--

(1) Agrees not to--

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or
(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

52.244-2 SUBCONTRACTS (OCT 2010)

(a) Definitions. As used in this clause—

“Approved purchasing system” means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

"Any subcontract exceeding the Simplified Acquisition Threshold ($150,000.00), inclusive of subcontractor labor, fees, and ODCs (both travel and material), not previously included in the Prime Contractor's accepted proposal."

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or
modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor’s current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor’s Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting:

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor’s certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor’s certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor’s price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(i) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor’s purchasing system shall constitute a determination:

(1) Of the acceptability of any subcontract terms or conditions;
(2) Of the allowability of any cost under this contract; or
(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor’s purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during
negotiations:

252.237-7023 CONTINUATION OF MISSION ESSENTIAL FUNCTIONS (MAR 2010)

(a) The Government has identified all or a portion of the Contractor services performed under this Contract as essential Contractor services in support of mission essential functions. The Contractor-provided services that have been determined to be essential Contractor services in support of mission-essential functions are as follows: All Mission Integration services IAW N00178-04-D-4061-FC02 SOW.

(b) The Contractor shall provide a written plan for continuing the performance of essential Contractor services identified in paragraph (a) this section during a crisis.

(1) The Contractor shall identify in the plan the provisions made for the acquisition of essential personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

(2) The plan must, at a minimum, address—

(i) Challenges associated with maintaining essential Contractor services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with the initiation of the acquisition of essential personnel and resources and their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home;

(iv) Any established alert and notification procedures for mobilizing identified "essential Contractor service" personnel; and

(v) The approach for communicating expectations to Contractor employees regarding their roles and responsibilities during a crisis.

(3) The Contractor shall maintain and update its plan as necessary and adhere to its requirements throughout the Contract term. The Contractor shall not materially alter the plan without the Contracting Officer's consent.

(4) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(c) In the event the Contractor anticipates not being able to perform any of the essential Contractor services identified in paragraph (a) of this section during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(d) The Government reserves the right in such crisis situations to use Federal employees of other agencies or contract support from other Contractors or to enter into new contracts for essential Contractor services. Any new contracting efforts would be conducted in accordance with OFPP letter, "Emergency Acquisitions" May 2007 and FAR and DFARS Subparts 18 and 218, respectively, or any other subsequent emergency guidance issued.

(e) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price as
soon as is practicable after receipt of the Contractor's proposal.

(f) The contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for the essential services.

CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): http://www.farsite.hill.af.mil/

52.204-9 Personal Identity Verification of Contractor Personnel (SEP 2007)
52.204-10 Reporting Subcontract Awards (Sep 2007)
52.211-15 Defense Priority and Allocation Requirements (Apr 2008)
52.222-41 Service Contract Act of 1965 (Nov 2007)
52.227-1 Authorization and Consent (Dec 2007)
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
52.232-22 Limitation of Funds (Apr 1984)
52.237-3 Continuity of Services (Jan 1991)
52.245-1 Government Property (Jun 2007)
252.211-7003 Item Identification and Valuation (Aug 2008)
252.227-7016 Rights to Bid and Proposal Information (Jun 1995)
252.227-7017 Identification and Assertion of Use, Release, or Disclosure restrictions (Jun 1995)
252.227-7019 Validation of Asserted Restrictions – Computer Software (Jun 1995)
252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (Jun 1995)
252.227-7030 Technical Data – Withholding of Payment (Mar 2000)
252.227-7037 Validation of Restrictive Markings on Technical Data. (Sep 1999)
252.227-7038 Patent Rights – Ownership by the Contractor (Dec 2007)
252.211-7003 Item Identification and Valuation (Aug 2008)
SECTION J LIST OF ATTACHMENTS

Exhibit 1: CDRLs A001 through A033
Exhibit 2: DD254
Exhibit 3: Wage Determination
Attachment 1: Approved Sub-Contractor List
Attachment 2: Prime Contractor Cost Summary Format
Attachment 3: Subcontractor Cost Summary Format
Attachment 4: Mission Integration QASP
Attachment 5: Government Furnished Equipment List
Attachment 6: Government Furnished Information List
Attachment 7: Government Furnished Material (Software)
Attachment 8: Transition Timeline
Attachment 9: Government LOE
Attachment 10: Sample Task Instruction
Attachment 11: Sample Staffing Plan

Signed DD254 and associated documents
Draft Technical Instruction 001
Draft Technical Instruction 002
Revised CDRLs
SOLICITATION, OFFER AND AWARD

ISSUED BY:
MISSILE DEFENSE AGENCY (MDA)
CONTRACTS DIRECTORATE
MCB 5222 MARTIN HS
REDSTONE ARSENAL, AL 35809-6001

TELL: FAX:

NOTE: In sealed bid solicitations, offer and award mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in (REFERENCE SECTION) until (Hour) (Minutes) (Date) local time

CAUTION: Late Submissions, Modifications, and Withdrawals See Section I. Provisions No. 52.214-7 or 52.215-1 All offers are subject to all terms and conditions contained in this solicitation.

FOR INFORMATION, NAME CALL

(b)(6)

(b)(6)

E-MAIL ADDRESS

(b)(6)

(b)(6)

PART I - THE SCHEDULE

1. A. SOLICITATION/CONTRACT FORM
2. B. SUPPLIES OR SERVICES AND PRICES/ COSTS
3. C. DESCRIPTION: SPEC. WORK STATEMENT
4. D. PACKAGING AND MARKING
5. E. INSPECTION AND ACCEPTANCE
6. F. DELIVERIES OR PERFORMANCE
7. G. CONTRACT ADMINISTRATION DATA
8. H. SPECIAL CONTRACT REQUIREMENTS

PART II - CONTRACT CLAUSES

35. J. CONTRACT CLAUSES

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

PART IV - REPRESENTATIONS AND INSTRUCTIONS

3. K. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
4. L. INSTRS., CONDS., AND NOTICES TO OFFERORS
5. M. EVALUATION FACTORS FOR AWARD

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT

(See Section I, Clause No. 52.232-3)

14. ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the solicitation for offerors and related documents numbered and dated:

15. A. NAME AND ADDRESS OF OFFEROR

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO (include area code)

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE ENTER SUCH ADDRESS IN SCHEDULE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

23. AUTHORITY TO REVIEW OTHER THAN FULL AND OPEN COMPETITION

22. AMOUNT

24. ADMINISTERED BY (other than Item 27)

25. PAYMENT WILL BE MADE BY

20. ACCOUNTING AND APPROPRIATION

21. See Schedule

26. CODE

17. AMENDMENT NO.

28. OFFER DATE

18. SIGNATURE

10. OFFER DATE

29. AWARD DATE

31 OCT '13

IMPORTANT: Award will be made on this Form, on Standard Form 76, or by other authorized official written notice.

Person: (Type or print)

Official: (Type or print)

FAX: (Include area code)

PHONE: (Include area code)

SIGNATURE: (Type or print)

STANDARD FORM 31 (REV. 9-07)
Prepared by USA
FAR 15.002 (2010)
### SF33 Model Contract Summary of Changes

<table>
<thead>
<tr>
<th>What changed:</th>
<th>Why it changed:</th>
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<tr>
<td>Section B – CLIN 0001 Narrative</td>
<td>Added Offeror proposed Head Start Language</td>
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<tr>
<td>Section B – CLIN 0005 Target Cost + Fee</td>
<td>Corrected the proposed calculated amount for (b)(4)</td>
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<td>Section B – CLIN 0102 Target Cost amount</td>
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<tr>
<td>Section B – CLIN Descriptions</td>
<td>Added proposed PWS references to CLIN descriptions.</td>
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<tr>
<td>Section G – Clause G-01(b)</td>
<td>Updated Contracting Officer Representatives (COR) and COR’s contact information.</td>
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<tr>
<td>Section G – Clause G-06</td>
<td>Added CLIN 0001 amount pursuant to FAR 52.232-22 “Limitation of Funds”</td>
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<tr>
<td>Section I – Clause 252.232-7007</td>
<td>Added CLIN 0002 amount pursuant to DFAR 252.232-7007 “Limitation of Government’s obligation”</td>
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<tr>
<td>Section J Attachment 3 – PWS</td>
<td>Added Appendix A incorporating evaluated PWS Strengths.</td>
</tr>
<tr>
<td>Section J Attachment 8 – CDRLs</td>
<td>Added signed CDRLs.</td>
</tr>
<tr>
<td>Section J Attachment 18 – Compliance and Reference Documents</td>
<td>Added “Additional Security Procedures and Processes” IAW DD Form 254.</td>
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<tr>
<td>Section J Attachment 20 – DD Form 254</td>
<td>Added signed DD254.</td>
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</table>
Medium Range Ballistic Missile Targets

Attachment 1 – Statement of Objectives
Statement of Objectives (SOO)

1.0 Overall Objectives

1.8 Provide sound program management to control cost, maximize efficiencies, adhere to schedule, and meet MRBM performance requirements while keeping the government involved and informed.

2.0 Contract Objectives
3.0 Engineering Objectives

3.7 Provide a quality management process to ensure that all parts, components, assemblies, and software meet MDA MAP/PMAP requirements.
4.0 Program Management Objectives

4.1 Establish an industry/Government integrated product and management team (that includes all required stakeholders) to meet established cost, schedule, performance, and logistics requirements. Make maximum use of electronic technologies to reduce paper, increase timely data flow, and provide for ease of data retrieval.

4.4 Establish a program management process/system that provides accurate and timely information on progress in meeting cost, schedule, and performance requirements. Keep the government involved and informed.

4.5 Establish and execute a comprehensive risk management system. Eliminate risks to the maximum extent possible and mitigate remaining risks consistent with engineering and cost constraints.

5.0 Logistics Objectives
Medium Range Ballistic Missile Targets

Attachment 2 – Targets System Performance Specification (TSPS) Placeholder
The MRBM Targets System Performance Specification (TSPS) is classified and is provided under separate cover.
Medium Range Ballistic Missile Targets

Attachment 3 – Performance Work Statement (PWS)

L-3 Coleman Aerospace

DISTRIBUTION STATEMENT F - Further dissemination only as directed by MDA/DACT or higher DOD authority.

WARNING - This technical data is controlled under the International Traffic in Arms Regulations (ITAR), and may not be exported to a Foreign Person, either in the U.S. or abroad, without a license or exemption from the U.S. Department of State.

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FOR OFFICIAL USE ONLY - This document contains information exempt from mandatory disclosure under the FOIA. Exemption category (b)(5) applies (or any other appropriate exemption(s) from DOD 5400.7-R, DOD Freedom of Information Act Program, if applicable).
Pages 165 – 172

Withheld in Full

Under Exemption (b)(4)

and

Under Exemption (b)(5)
2.2.2 Contract Data Requirement (CDRL) Deliverables

L-3 Coleman shall provide all contract data items in accordance with the Contract Data Requirements Lists (CDRLs) format, distribution and frequency requirements of MDA RFP HQ0147-12-R-0005 Section J, Attachment 4. Table 2.2.2-1 is the Contract Data Requirements Lists Index for the M-MAT program. These document deliveries have been fully allocated to the respective Performance Work Statements in Section 4.0.

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Use or disclosure of the data contained on this sheet is subject to the restriction on the title page of this proposal.
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<td>SCIENTIFIC AND TECHNICAL REPORTS</td>
<td>INTEGRATED MASTER PLAN (IMP)</td>
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<tr>
<td>B002</td>
<td>SCIENTIFIC AND TECHNICAL REPORTS</td>
<td>INTEGRATED MASTER SCHEDULE (IMS) UPDATE</td>
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<td>MDA/OS Core and On Time Delivery Metrics</td>
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</tr>
<tr>
<td>B004</td>
<td>REVIEW DATA PACKAGES</td>
<td>SRRs, CDRs, PSRs, MRRs, FRRs and POST-FLIGHT REVIEWS</td>
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Use or disclosure of the data contained on this sheet is subject to the restriction on the title page of this proposal.
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<th>Subtitle</th>
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<td>DATA ACCESSION LIST</td>
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<td>B006</td>
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<td>DD FORM 1921, &quot;Cost Data Summary Report&quot;</td>
<td>1921</td>
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<td>B008</td>
<td>WORK BREAKDOWN STRUCTURE AND DICTIONARY</td>
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<td>COMMON COST MODEL</td>
<td>CCM</td>
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<td>B010</td>
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<td>B011</td>
<td>TC MISSION ASSURANCE IMPLEMENTATION PLAN</td>
<td>TC MAIP</td>
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<td>TC PARTS, MATERIALS, PROCESSES CONTROL PROGRAM PLAN</td>
<td>TC PMPCP</td>
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<td>TC MANUFACTURING/PRODUCIBILITY PLAN</td>
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<td>SYSTEM ACCEPTANCE AND TURNOVER PLAN</td>
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<td>B021</td>
<td>TARGETS AND COUNTERMEASURES MRBM SYSTEMS ENGINEERING MANAGEMENT PLAN</td>
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Table 2.2.2-1. CDRL List

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<td>B024</td>
<td>TC INTEGRATED TEST AND EVALUATION PLAN</td>
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<td>B025</td>
<td>TC CONFIGURATION MANAGEMENT PLAN</td>
<td></td>
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<td>B026</td>
<td>TC PRODUCT AND INSPECTION PLAN</td>
<td></td>
</tr>
<tr>
<td>B027</td>
<td>TC QUALITY ASSURANCE PLAN</td>
<td>INCLUDES SUPPLIER MANAGEMENT PLAN</td>
</tr>
<tr>
<td>B028</td>
<td>TC PROGRAM AUDIT PLAN</td>
<td></td>
</tr>
<tr>
<td>B029</td>
<td>TC AUDIT FINDING METRICS</td>
<td></td>
</tr>
<tr>
<td>B030</td>
<td>TC PROGRAM SYSTEM SAFETY PLAN</td>
<td></td>
</tr>
<tr>
<td>B031</td>
<td>TC SAFETY RISK MANAGEMENT METRICS</td>
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<td>B032</td>
<td>HAZARDOUS MATERIALS MANAGEMENT PLAN</td>
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<td>B034</td>
<td>SMALL BUSINESS PARTICIPATION REPORT</td>
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<tr>
<td>D001</td>
<td>INTEGRATED LOGISTICS SUPPORT PLAN</td>
<td>CONTRACTOR SUPPORT PLAN</td>
</tr>
<tr>
<td>D002</td>
<td>STORAGE DATA LOGS</td>
<td>MAINTANCE/SUSTAINMENT RECORDS</td>
</tr>
<tr>
<td>D003</td>
<td>GOVERNMENT PROPERTY PHYSICAL INVENTORY COUNT AND CUSTODIAL BALANCE REPORT</td>
<td>FINAL GOVERNMENT PROPERTY INVENTORY REPORT</td>
</tr>
<tr>
<td>D004</td>
<td>GOVERNMENT PROPERTY PHYSICAL INVENTORY COUNT AND CUSTODIAL BALANCE REPORT</td>
<td>PHYSICAL INVENTORY SCHEDULE AND REPORTS FOR GFP</td>
</tr>
</tbody>
</table>

(b)(4),(b)(5)

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Withheld in Full

Under Exemption (b)(4)
and
Under Exemption (b)(5)
Medium Range Ballistic Missile Targets

Attachment 4 – Delivery Schedule
Pages 253

Withheld in Full

Under Exemption (b)(5)
Medium Range Ballistic Missile Targets

Attachment 5 – Integrated Master Plan (IMP)

L-3 Coleman Aerospace

DISTRIBUTION STATEMENT F – Further dissemination only as directed by MDA/DACT or higher DOD authority.

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Pages 255 – 299

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Under Exemption (b)(4)
Medium Range Ballistic Missile Targets

Attachment 6 – Mission Assurance Implementation Plan (MAIP)

L-3 Coleman Aerospace
M-MAT Mission Assurance Implementation Plan
Pages 302 – 596

Withheld in Full

Under Exemption (b)(4)
Medium Range Ballistic Missile Targets

Attachment 7 – Parts, Materials, Processes, Control Program Plan (PMAP)

L-3 Coleman Aerospace

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DESTRUCTION NOTICE – For classified documents, follow the procedures in DOD 5200.22-M, National Industrial Security Program Operating Manual, Section 7, or DOD 5200.1-R, Information Security Program Regulation, Chapter 6, as applicable. All documents containing unclassified controlled information will be disposed of as classified waste or by any method that will prevent reconstruction.

FOR OFFICIAL USE ONLY – This document contains information exempt from mandatory disclosure under the FOIA. Exemption category (b) (5) applies (or any other appropriate exemption(s) from DOD 5400.7-R, DOD Freedom of Information Act Program, if applicable).
M-MAT Parts, Material, Processes
Control Program Plan
Pages 599 – 732

Withheld in Full

Under Exemption (b)(4)
Appendix H

PMAp Compliance Matrix

Reserved
Medium Range Ballistic Missile Targets

Attachment 8 – Contract Data Requirements List (CDRLs)

L-3 Coleman Aerospace
CONTRACT DATA REQUIREMENTS LIST (CDRL)

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1.0 INTRODUCTION

This document provides data submission information to contractors for the basic contract and/or options to be accomplished. Within this document will be found:

- Instructions
- Contract Data Requirements Lists (CDRLs) with CDRL Index.
- One-Time Data Item Descriptions.

Data Item Descriptions (DIDs) have not been included in this document. Standard DIDs will be furnished upon request.

Some contractual efforts are planned for accomplishment in a Basic period and option period(s). When option periods apply or additional Contract Line Items require delivery of data, this document will contain one set of instructions but "may" contain two or more sets of Indices (Cross Reference Lists) and CDRLs (Exhibits). The Table of Contents will show actual numbers of each of the aforementioned document items.

Once a contract begins, changes to this document will be made in the same manner as for any other section of the contract.

2.0 INSTRUCTIONS FOR INTERPRETING DD FORM 1423 AND RELATED INFORMATION, AND FOR PREPARATION AND DELIVERY OF DATA

2.1 GENERAL

An automated equivalent of the CDRL, DD Form 1423, is provided in this document. The CDRL shall be used as the main contractual document which lists the data/information items that are formally deliverable to the Government under the contract to which the CDRL applies. Exceptions may be noted in the Contract Schedule and/or the Contract General Provisions, either of which may require submission of other data. (See DFAR 252.227-7031). Each CDRL item has an assigned Exhibit Line Item (sequence) number, a DID identifier and a data item title (and in some cases a subtitle). Additionally, the CDRL provides other information such as: frequency of submission of deliverable item; as-of-date; dates of first and subsequent submissions; distribution; and, approval.

The DD Form 1664, Data Item Description, tailored as necessary, provides detailed instructions for preparation of data which is listed on the CDRL. The DIDs are identified by title and assigned data item alpha-numeric codes; e.g., DI-F-6010. In those instances in which a DID has been generated to fit a particular requirement, standard DID does not exist or supply the appropriate information, it is assigned a unique identifier code (e.g., 01-MRT-20081).
The contractor shall develop a CDRL sequence-to-Performance Work Statement (PWS) index as part of their proposal. This cross reference list will show all the applicable CDRL sequence numbers in the left hand column and, in the right column indicate where each CDRL sequence numbered item applies in the contract. (i.e., where work/tasks have been required generate the data).

2.2 INTERPRETATION OF THE CDRL, DD FORM 1423

The DD Form 1423 exists in three automatable versions (DD Form 1423, 1423-1 and 1423-2). This data requirements document utilizes the 1423-2 version. The blocks are essentially self-explanatory and are delineated on the DD Form 1423-2 (Reverse), see DFAR 253.303-1423, 1423-1, 1423-2. Additionally, instructions, definitions and codes shown on the DD Form 1423 are contained in AR 700-51. Further instructions and guidance are provided for Blocks 7, 8, 10, 11, 12, 14, and 16 in the following sections.

2.2.1 Block 8. "APP Code (A, or N/A)" - When "A" is placed in Block 8, Government approval of the submitted data is required. When "A" is placed in Block 8, distribution of the final data will be deferred pending receipt of written approval and/or comments to the submitted draft. Most of these data shall require submission of a preliminary draft before publication of a final document. The Government's/contractor's responsibilities for timely processing of such submitted data is identified in Block 16 by the expression "APPROVAL: GXX/CYY" (numbers are inserted in place of XX and YY which represent numbers of calendar days). This expression is interpreted as follows: "Government response (approval/disapproval/comments; i.e., technical direction) will be provided "XX" calendar days after receipt of the data from the contractor; the contractor will update/revise the data (reflecting the Government's comments) and resubmit within "YY" calendar days of receipt of the Government's response. When an "N/A" appears in Block 8, draft data is not required to be submitted before submittal of final data. (NOTE: All deliverable data is subject to disapproval/rejection by Government). This block must have either an "A" or "N/A" inserted.

2.2.2 Block 16. "Remarks" - See instructions for Block 8. "APP Code" above for approval actions annotated in this block. This block may also be used to modify/tailor the preparation instructions of the data item description. If such is the case, an appropriate statement to include on the data item might be: "Prepared per instructions in CDRL Block 16 and note in CDRL Instructions for Interpreting DD Form 1664". Other uses of Block 16 are to provide a place for specific instructions relating to: report frequency; as of date; time of first submission, time of subsequent submissions, and/or subtitle for Block 3 entries for CDRL sequences that deliver multiple documents.
2.2.3 Block 14. Distribution Addressee Code List

This section delineates the addresses for all the addressee codes (Block 14.a) listed on the CDRLs. Unless otherwise indicated; the first distribution is Block 14 as the governing authority for CDRLs.

**Missile Defense Agency**  
**ATTN:** MDA/ (supply office symbol from the 1423, Block 14.a.)  
**Bldg. 5222 Martin Road**  
**Redstone Arsenal, AL 35898**

<table>
<thead>
<tr>
<th>Code</th>
<th>Address Details</th>
<th>Address Details</th>
</tr>
</thead>
</table>
| MDA/DACT | Missile Defense Agency  
**ATTN:** MDA/DACT  
**Bldg. 5222 Martin Road**  
**Redstone Arsenal, AL 35898** |
| MDA/TC  | Missile Defense Agency  
**ATTN:** MDA/TC  
**Bldg. 5222 Martin Road**  
**Redstone Arsenal, AL 35898** |
| MDA/TCA | Missile Defense Agency  
**ATTN:** MDA/TCA  
**Bldg. 5222 Martin Road**  
**Redstone Arsenal, AL 35898** |
| MDA/TCE | Missile Defense Agency  
**ATTN:** MDA/TCE  
**Bldg. 5222 Martin Road**  
**Redstone Arsenal, AL 35898** |
| MDA/TCO | Missile Defense Agency  
**ATTN:** MDA/TCO  
**Bldg. 5222 Martin Road**  
**Redstone Arsenal, AL 35898** |
| MDA/DTT | Missile Defense Agency  
**ATTN:** MDA/DTT  
**Bldg. 5222 Martin Road**  
**Redstone Arsenal, AL 35898** |
### MRBM Target HQ0147-14-C-0001
#### Section J, Attachment #8

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<td>Missile Defense Agency ATTN: MDA/DOV (b)(6)</td>
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<td>Bldg. 5222, Martin Road</td>
</tr>
<tr>
<td></td>
<td>Redstone Arsenal, AL 35898</td>
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<tr>
<td>MDA/DOC</td>
<td>Missile Defense Agency ATTN: MDA/DOC</td>
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<td>Redstone Arsenal, AL 35898</td>
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</tbody>
</table>

### 2.2.4 Block 10. Frequency
- The frequency of data submittal. Entries in this Block are explained in Table 1. “Data Submittal Frequency Codes”. If the data is of a recurring type, it is to be submitted at the end of the reporting period established in this Block unless otherwise indicated in Block 16 or Block 13.

### 2.2.5 Block 11. As of Date
- Date for cutting off collection of the data. If the data is to be submitted multiple times, a numeral will be entered in this block to indicate the number of calendar days prior to the end of the reporting period, established in Block 10, that data collection will be cut off. For example “15” would place the “as of” date for the data at 15 days before the end of the month, quarter, or year, depending on the frequency established in Block 10; a “0” would place the “as of” date at the end of each month, quarter, etc. If the data is submitted only once, the “as of” date will be as follows: year/month/day (e.g., “92 Mar 10”).

### 2.2.6 Block 12. Date of First Submission
- The due date for initial data submission. This is normally the postage date the data is delivered to the ACO, entered as year/month/day (e.g., 90MAR 15) or keyed to a specific event or milestone, using a code from Table 2, “Data Submission Codes”.

**NOTE:** No classified dates are cited in the CDRL.
### TABLE 1. DATA SUBMITTAL FREQUENCY CODES

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</tr>
<tr>
<td>ASGEN*</td>
<td>As generated</td>
</tr>
<tr>
<td>ASREQ*</td>
<td>As required</td>
</tr>
<tr>
<td>BI-MO</td>
<td>Every two months</td>
</tr>
<tr>
<td>BI-WE</td>
<td>Every two weeks</td>
</tr>
<tr>
<td>CP/RQ</td>
<td>Change pages as required</td>
</tr>
<tr>
<td>DAILY</td>
<td>Daily</td>
</tr>
<tr>
<td>DFDEL</td>
<td>Deferred delivery (See DFARS 252.227-7026)</td>
</tr>
<tr>
<td>MTHLY</td>
<td>Monthly</td>
</tr>
<tr>
<td>ONE/P</td>
<td>One Preliminary</td>
</tr>
<tr>
<td>ONE/R</td>
<td>One time with revisions</td>
</tr>
<tr>
<td>OTIME</td>
<td>One time (Does not include draft submissions)</td>
</tr>
<tr>
<td>QTRLY</td>
<td>Quarterly</td>
</tr>
<tr>
<td>R/ASR*</td>
<td>Revisions as required</td>
</tr>
<tr>
<td>SEMIA</td>
<td>Every six months</td>
</tr>
<tr>
<td>WEEKLY</td>
<td>Weekly</td>
</tr>
<tr>
<td>XTIME</td>
<td>Multiple separate submittals (2TIME, 3TIME, etc.)</td>
</tr>
<tr>
<td></td>
<td>(Does not include draft submissions). Requirement is fully described in</td>
</tr>
<tr>
<td></td>
<td>Block 16. Used in lieu of other codes where such are inadequate to define</td>
</tr>
<tr>
<td></td>
<td>requirement, or used in addition to other codes requiring amplification</td>
</tr>
<tr>
<td></td>
<td>in Block 16.</td>
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</table>

* The ELINS citing these codes will have additional specific instructions in Block 16 relative to data submissions.
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<th>CODE</th>
<th>FREQUENCY</th>
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</thead>
<tbody>
<tr>
<td>ASGEN</td>
<td>As generated</td>
</tr>
<tr>
<td>ASREQ*</td>
<td>As required</td>
</tr>
<tr>
<td>DFDDEL*</td>
<td>Deferred delivery</td>
</tr>
<tr>
<td>XMAC**</td>
<td>Months after contract award</td>
</tr>
<tr>
<td>XDAC**</td>
<td>Days after contract award</td>
</tr>
<tr>
<td>XDACM**</td>
<td>Days after contract modification</td>
</tr>
<tr>
<td>XDADO**</td>
<td>Days after delivery order</td>
</tr>
<tr>
<td>XDARP**</td>
<td>Days after reporting period</td>
</tr>
<tr>
<td>XDARC**</td>
<td>Days after receipt of comments</td>
</tr>
<tr>
<td>XDATC**</td>
<td>Days after test completion</td>
</tr>
<tr>
<td>XDPTT**</td>
<td>Days prior to test</td>
</tr>
<tr>
<td>NLT</td>
<td>No later than</td>
</tr>
<tr>
<td>EOC</td>
<td>End of contract</td>
</tr>
<tr>
<td>EOM</td>
<td>End of month</td>
</tr>
<tr>
<td>EOQ</td>
<td>End of quarter</td>
</tr>
<tr>
<td>SEE BLOCK 16*</td>
<td>Used to indicate requirement</td>
</tr>
<tr>
<td></td>
<td>is fully described in Block 16.</td>
</tr>
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<td>where such are inadequate to</td>
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<td>define requirement, or used</td>
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<td>in addition to other codes</td>
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<td></td>
<td>requiring amplification in</td>
</tr>
<tr>
<td></td>
<td>Block 16.</td>
</tr>
</tbody>
</table>

* The ELINS citing these codes will have additional specific instructions in Block 16 relative to data submissions.

** The "X" is assigned a value indicating the number of days; e.g., 30DAC.
2.3 SPECIAL INSTRUCTIONS

2.3.1 Block 7, DD 250 Req - The "Letter of Transmittal" shall be used when transmitting the reports/data items listed in the CDRL when Block 7 is coded LT. The data letter transmittal shall be addressed to the Technical Office shown in CDRL Block 6. (See address as provided in Block 14 Instructions.) The transmittal letter shall reference the CDRL sequence number(s) of the data. For data requirements which have an "A" code in CDRL Block 8, the Letter of Transmittal shall contain a request for written approval from the Government. Copies of data designated for delivery to the responsible technical office shall be forwarded by the original of the Letter of Transmittal. Copies of all transmittal letters (without enclosures unless they are specifically requested) shall be furnished to DCMAO, as appropriate, and the MDA/DACT. For data distribution for items having an "A" coded in CDRL Block 8, initial distribution shall only be made to the addresses with a quantity entry in CDRL Block 14.b. "DRAFT" column. Upon receipt of approval of data item from the Government, subsequent distribution shall be made to final distribution coded in Block 14. For Block 7 codes other than I.T, the acceptance will be by DD 250 action as defined in AR 700-51 DOD 5010.12-M, and DFAR Supplement Appendix F.

2.3.2 Disclaimer Statement - A conspicuous disclaimer statement shall be contained on the cover of all interim, draft and final reports as follows:

"The views, opinions, and/or findings contained in this report are those of the author(s) and should not be construed as an official Missile Defense Agency position, policy, or decision unless so designated by other documentation."

2.3.3 Distribution Control - Except as provided by the CDRL (DD Form 1423 Block 9) heretofore, the distribution of any contract report in any stage of development or completion is prohibited without the approval of the Contracting Officer.

A. The following terms applicable to this section are defined as follows:

1. Technical Document. Any recorded information (including software) that conveys scientific and technical information or technical data.
2. Scientific and Technical Information. Communicable knowledge or information resulting from or pertaining to the conduct or management of effort under this contract. (Includes programmatic information).
3. Technical Data. Recorded information related to experimental, developmental, or engineering works that can be used to define an engineering or manufacturing process or to design, procure, produce, support, maintain, operate, repair, or overhaul material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents, or computer printouts. Examples of technical data include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information and computer software documentation.
B. Except as otherwise set forth in the Contract Data Requirements List (CDRL), DD Form 1423, or paragraph E below, the distribution of any technical documents prepared under this contract, in any stage of development or completion, is prohibited outside of the contractor and applicable subcontractors under this contract unless expressly authorized/directed by the Contracting Officer in writing.

C. Except as otherwise set forth in the CDRL or otherwise directed by the government (e.g., paragraph D below) all technical documents prepared under this contract shall be marked with the appropriate distribution statement, warning, and destruction notice in accordance with all marking references as specified in the DD Form 254.

D. As a part of the review of preliminary or working draft technical documents, the Government will determine if a distribution statement less restrictive than Distribution Statement D would provide adequate protection. If so, the Government’s concurrence/comments will provide specific instructions on the distribution statement to be marked on the final technical documents before primary distribution.

E. The prime and subcontractors are authorized to use technical documents generated or held under this contract for purposes of this contract or any other MDA contract, solicitation or program and to flow such technical documents to each other, DOD officials and other DOD contractors having a “need to know” in connection with this contract or any other MDA contract, solicitation or program. When there is any doubt as to “need to know” for purposes of this paragraph, the Contracting Officer’s Representative (COR) will provide direction. The authorization provided by this paragraph E is subject to strict compliance with contract security requirements, export control requirements, contractor proprietary restrictions/markings and/or the provisions of any applicable non-disclosure agreements which may be in effect.
2.4 Digital Delivery of Data

For each contract data deliverable, the contractor shall identify the type of hardware (i.e., workstation, PC, Macintosh, etc.) and the name and version of the software (i.e., MS Office 200X, Word v.xx, Word Perfect v.xx, Excel v.xx, dBase v.xx, McDraw v.xx, Harvard Graphics v.xx, etc.) used for preparation of that deliverable. The contractor shall provide one electronic media to each addressee identified by the distribution provided in Block 14.
SECTION 3.0

EXHIBIT C - CONTRACT DATA REQUIREMENTS

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**4. AUTHORITY** (Data Acquisition)  
**Document No.**  
DI-NDDT-80566A  
**NOV 2006**

**11. AS OF DATE**  
A. N/A  
 SEE BLOCK 16

**D. SYSTEM ITEM**  
**Targets & Countermeasures**

**6. REQUIRING OFFICE**  
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**15. TOTAL**  
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**G. PREPARED BY**  
(b)(6)

**I. APPROVED**  
(b)(6)

**J. DATE**  
4/4/2012

**H. REMARKS**

Block 4: Contractor format is acceptable. Submittal shall be electronic.

Block 8: Government review and approval (or disapproval) and comments to the plan/procedures will be provided within fifteen (15) days after receipt of each submittal.

Blocks 12 and 13: Submission shall be:

a. Initial Test plan due NLT ninety (90) days prior to scheduled test.

b. Initial Test procedures due NLT sixty (60) days prior to scheduled test.

c. Submit update within fifteen (15) days after receipt of Government comments.

d. Distribute approved plan/procedures thirty (30) days prior to scheduled test.

* MDA/DAC - CDRL, Cover Letter and approval receipt if BLOCK 8 is marked as “A”.

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15 TOTAL -> 1 3 0

D. SYSTEM ITEM

4/4/2012

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4/4/2012
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**BLOCK 4:** Contractor format acceptable. Submittal shall be electronic.

**Blocks 12 and 13:** Submissions shall be:
- Preliminary package due not later than sixty (60) days after completion of test
- Revise as required

* MDA/DACT – CDRL. Cover Letter and approval receipt if BLOCK 8 is marked as “A”.

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**NOTES:**
- MDA/DACT – CDRL. Cover Letter and approval receipt if BLOCK 8 is marked as “A”.
- Form Approved OMB No. 0704-0188
- Section J, Attachment #8

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**REMARKS:**
- MDA/TCE
- MDA/DACT
- MDA/TC
- MDA/QS-TC

**PREPARED BY:**
- [Name] (6)

**DATE:**
- 4/6/2012

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OMB No. 0704-0188

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**Remarks:**  
*Contractor format is acceptable. Submittal shall be electronic.*  
*Government review comments to the procedures will be provided within fifteen (15) days after receipt of each submittal.*  
*Submission shall be:*  
a. Initial Test procedures due NINETY (90) days prior to scheduled test.  
b. Submit update within fifteen (15) days after receipt of Government comments.  
c. Distribute procedures thirty (30) days prior to scheduled test.

*MDA/DACT - CDRL, Cover Letter and approval receipt if BLOCK 8 is marked as “A”.*
The Contractor shall provide input to all Universal Documentation System (UDS) documentation as required by the range for each target launch. The UDS format is required. These documents may include but are not limited to: Program Introduction (PI), Program Requirements Document (PRD), and Operation Requirements (OR).

**BLOCK 8: G21/C21**

*MDA/DACT = CDRL, Cover Letter and approval receipt if BLOCK 8 is marked as "A".*
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**DI-MISC-80711A/T Jan 2000**

**DI-MISC-80711A/T Jan 2000**

**MODIFICATIONS**

**BLOCK 4:** Contractor format acceptable after Government approval. Submittal shall be electronic.

**BLOCK 8:** G30/C15

**BLOCKS 10, 11, 12 and 13:** Submissions shall be:

- Post-flight Test Report due 45 days after target launch.
- Final submission of the post-flight report is due at least fifteen (15) days after receipt of Government comments.

* MDA/DACT – CDRL, Cover Letter and approval receipt if BLOCK 8 is marked as “A”.

---

**H. DATE:** 4/6/2012

**J. DATE:** 4 Oct 13
**CONTRACT DATA REQUIREMENTS LIST**

The public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188). Respondents should be aware that not submitting any information by law is subject to penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please see OMB's web site to view the currently valid OMB control number. Should completed forms be returned to the Government Issues Contracting Officer for the Contract PR No. listed in Block E.

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<td>L-3 Coleman Aerospace</td>
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**SCIENTIFIC AND TECHNICAL REPORTS**

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1. TITLE OF DATA ITEM: Target Trajectory Data

2. CONTRACT REFERENCE: DI-MISC-80711A/T Jan 2000

3. DATED: LT: F ASREQ SEE BLOCK 16

4. FREQUENCY: 12. DATE OF FIRST SUBMISSION: SEE BLOCK 16

5. DISTRIBUTION: 14. ADDRESS: MDA/TCE 1 1 MDA/DTC 1 MDA/DACK 1

6. REQUIRED OFFICE: MDA/TCE

7. PRICE GROUP: B. ESTIMATED TOTAL PRICE: 1

**REMARKS:**

**BLOCK 4:**
Contractor format acceptable upon Government approval. All data shall be submitted in electronic format. For each test event, Contractor shall host a Trajectory Technical Interchange Meeting prior to production of the first set of trajectories to demonstrate a thorough understanding of the trajectory requirements and how compliance with requirements will be achieved. This TIM is required only once per test event unless there is a significant change to the trajectory.

**BLOCK 8:**
G21/C21 for comments

**BLOCKS 10, 12 and 13:** Submissions shall be:

- MDA/DACK - CDR. Cover Letter and approval receipt if BLOCK 8 is marked as “A”.

<table>
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| TOTAL: 1 3 0 |

PAGE 1 OF 1
MRBM Target HQ0147-14-C-0001
Section J, Attachment #8

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0100), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the Government Printing Office. There is no obligation to respond to the collection of information unless otherwise authorized by law.

A. CONTRACT LINE ITEM NO.: 0009, 0010, 0109, 0110
B. EXHIBIT: [Blank]
C. CATEGORY: N/A REF: DOD 5010.12-L, AMSDL

D. SYSTEM/ITEM: Targets & Countermeasures
E. CONTRACT/PR NO.: HQ0147-14-C-0001
F. CONTRACTOR: L-3 Coleman Aerospace

1. DATA ITEM NO.: A007
2. TITLE OF DATA ITEM: SAFETY CERTIFICATES
3. SUBTITLE: HAZMAT AND EXPLOSIVE MATERIAL HANDLING CERTIFICATIONS

G. AUTHORITY (Data Acquisition Document No.): DI-MISC-80711A
H. DATE: Jan 2000

I. REQUIREING/OFFICE: MDA/QS-TC
J. TOTAL PRICE: [Blank]
K. ESTIMATED TOTAL PRICE: [Blank]
L. PRICE GROUP: [Blank]
M. EST. DATA STUDIO: [Blank]
N. DISASTER/DR: [Blank]
O. HAZMAT/DR: [Blank]
P. OTHER: [Blank]
Q. DISTRIBUTION: [Blank]
R. COPIES: [Blank]
S. ADDRESS: [Blank]
T. ADDRESS: [Blank]
U. ADDRESS: [Blank]
V. ADDRESS: [Blank]
W. ADDRESS: [Blank]
X. ADDRESS: [Blank]
Y. ADDRESS: [Blank]
Z. ADDRESS: [Blank]
AA. ADDRESS: [Blank]

H. REMARKS:

BLOCK 4:
Contractor format is acceptable.

BLOCK 12, 13:
Provide Initial Certifications At CDR.
Final Certifications For Missions 60 Days Prior To BETD

* MDA/DACT — CDRL. Cover letter and approval receipt if BLOCK 8 is marked as "A".

G. PREPARED BY: [Blank]
H. DATE: 4/4/2012
I. APPROVED BY: [Blank]
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<td>C</td>
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<td>G</td>
<td>RANGE SAFETY DATA PACKAGE</td>
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<td>H</td>
<td>ASREQ</td>
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<td>I</td>
<td>SEE BLOCK 16</td>
</tr>
<tr>
<td>J</td>
<td>SEE BLOCK 16</td>
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</tbody>
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**NOTE:**

- Contractor format is acceptable.
- BLOCK 10, 12, and 13: Submit first draft 150 calendar days prior to target launch date, second draft 120 calendar days prior to target launch date and final for approval 90 calendar days prior to each target launch date.
- Range Safety Data Package for each test site shall include all data required by Range User's Handbook except detailed procedures which shall be submitted and approved prior to the start of operations and for that data required only on a test-for-test basis. Detailed operating procedures and mission peculiar data shall be submitted to the test site Range Safety Office. The package will be based on the range safety requirements.
- The Range Safety Data Package for the System Field Test Site(s) shall include all data requirements for the applicable range.
- The Range Safety Data Package shall include the following as a minimum:
  - Test schedule and procedures
  - Statement of compliance with the requirements of the applicable range safety manual
  - Presentations of test plans: a) detailed description, b) rationale
  - Description of safety features with logic diagrams
  - Safety assessment report
  - Hazard analyses: a) summary of hazard analyses results, b) hardware and software hazard analyses, c) hardware and software test results
  - EMR siting considerations
  - Unresolved problems, potential waivers
  - Historical failure data
  - Processed changes, waiver requests, range approval
  - Breakup/debris Models

* MDA/DOCT - CDRL. Cover Letter and approval receipt if BLOCK 8 is marked as "A".
MRBM Target HQ0147-14-C-0001
Section J, Attachment #8

<table>
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<td>L-3 Coleman Aerospace</td>
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**Development Drawings and Lists**

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**Approve**

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**Remarks:**

REQUIRES FORMATTED DRAWINGS IAW TAILORED MIL-DTL-31000C (Drawing Selection worksheet - SECTION 5.0).

**Block 10:**

THE CONTRACTOR SHALL PROVIDE PACKAGE A MINIMUM OF ONE WEEK PRIOR TO THE PRELIMINARY DESIGN REVIEW (PDR), THE CRITICAL DESIGN REVIEW (CDR) AND THE FIRST PRODUCT UNIT ACCEPTANCE.

**Blocks 12, 13:** THE CONTRACTOR SHALL:

A. PROVIDE ALL DRAWINGS REQUIRED FOR EACH DESIGN REVIEW AS PART OF THE REVIEW DATA PACKAGE (SEE CDRL B004).

B. TOP LEVEL ASSEMBLY DRAWINGS OF THE ENTIRE TARGET WILL BE PROVIDED AS PART OF THIS DELIVERABLE.

C. UPDATE AND MAKE AVAILABLE A COMPLETE DRAWING PACKAGE FOR REVIEW AT EACH PRE-SHIP REVIEW, MISSION READINESS REVIEW AND FLIGHT READINESS REVIEW.

* MDA/DACT - CDRL, Cover Letter and approval receipt if BLOCK 8 is marked as “A”.

**Prepared By**

<table>
<thead>
<tr>
<th>G. PREPARED BY</th>
<th>H. DATE</th>
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<tr>
<td>(b)(6)</td>
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**SAR ASSESSMENT REPORT**

**SAFETY ASSESSMENT REPORT**

1. **DATA ITEM NO.**
2. **TITLE OF DATA ITEM**
3. **SUBTITLE**
4. **AUTHORITY (Data Acquisition Document No.)**
   - DI-SAFT-80102B
   - Jul 1995
5. **CONTRACT REFERENCE:**
   - See Block 16
6. **REQUIRING OFFICE:**
   - MDA/TCQ
7. **ESTIMATED TOTAL PRICE:**

**18. REMARKS:**

The plan will address potential hazards associated with physical and personnel safety, environmental pollution or hazardous materials and waste, and personal health, risk assessments and hazards prioritization; and the databases used to identify and track and minimize all hazards discussed in plan for each system test.

Document content will address potential hazards associated with physical and personnel safety, environmental pollution or hazardous materials and waste, and personal health, risk assessments and hazards prioritization, and the databases used to identify, track, and minimize the aforementioned hazards associated with each system test(s).

Safety Risk Management Metrics should be generated and submitted as part of this SAR in accordance with Missile Defense Agency Assurance Provisions and the Missile Defense Agency and have concurrence with MDA/TCQ.

Block 8: Government review and approval (or disapproval) and comments will be provided within thirty (30) days after receipt of each submittal.

Blocks 12 and 13: Submissions shall be:
- a. Initial submission due NLT PDR
- b. Subsequent submissions at CDR, TAR, MDR, and PSRR...
- c. Final submission due NLT thirty (30) days after receipt of Government comments provided at PDR, CDR, TAR, MDR, and PSRR...

* MDA/DACT—CDR., Cover Letter and approval receipt if BLOCK 8 is marked as “A”.

**Prepared by:**
- (b)(6)

**Date:**
- 4/4/2012

**Approved by:**
- (b)(6)

**Date:**
- 4/4/2012
# CONTRACT DATA REQUIREMENTS LIST

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188). 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that not providing any other provisions of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do NOT return your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract No. listed in Block 4.

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**Block 4: Contract Data is acceptable**

Applicability: Reference MDA-QS-001-MAP. Obtains the necessary information for assigning hazard classifications, such as hazard class/division, storage compatibility group, and Department of Transportation (DOT) marking. These classifications establish the procedures for the storage and transportation of the item for all user elements.

Blocks 12 & 13: Government review and approval (or disapproval) and comments will be provided within 30 days after receipt of each submittal unless otherwise specified. Government approval if comments not received within 30 days unless otherwise specified. If the Government provides any comments, submit an update incorporating Government comments within 30 days after receipt of Government comments unless otherwise specified.

* MDA/DACT - CDRL, Cover Letter and approval receipt if BLOCK 8 is marked as "A".
**MRBM Target HQ0147-14-C-0001**

**Section J, Attachment #8**

<table>
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**Title:** Interface Control Document (ICD)

**SUBTITLE:** TO - VEHICLE ICD

**AUTHORITY:** (Data Acquisition Document No.) DI-CMAN-R1248A Sep 2000

**REQUIRING OFFICE:** MDA/TCE

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**FREQUENCY:** R/ASR

**DATE OF FIRST SUBMISSION:** SEE BLOCK 16

**DATE OF SUBSEQUENT SUBMISSION:** SEE BLOCK 16

**REMARKS:**

Format and content. The Interface Control Document shall be in the contractor’s format. The content shall include, where applicable, the following information:

- a listing of all released/approved interface information for the project
- a revision record for all released/approved interface information for the project, including release dates
- a cross-reference listing relating all released/approved interface information for the project to the configuration items and system elements to which they apply
- a description of the physical and functional relationships between all released/approved interface information for the project
- the links to the actual documentation defining the released/approved interface information for the project

The following references may be useful in defining content: MIL-HDBK-61, Configuration Management Guidance (paragraph 3.8) and ANSI/ISA-649-1998, National Consensus Standard for Configuration Management (paragraph 5.2.7).

**Blocks 12 and 13:** Submissions shall be:

Initial submission due 45 days prior to Critical Design Review (CDR).

Final update within 30 days after Pre-Ship Readiness Review (PSRR).

* MDA/DACT - CDRL,, Cover Letter and approval receipt if BLOCK 8 is marked as "A".

**PREPARED BY**

**DATE**

**APPROVED BY**

**J. DATE**

(b)(6) 4/4/2012 (b)(6) 4/4/2012

DD FORM 1423-1, JUN 90 (EG) Previous editions are obsolete Page 1 of 1 Pages
**MRBM Target HQ0147-14-C-0001**  
**Section J, Attachment #8**

**CONTRACT DATA REQUIREMENTS LIST**

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Block 10: The HWIL tape is for each target launch.

Block 12: Tape is required 90 days before the flight test (T-90 days)

Block 14: Submitted to the Lead Test Range

In the dynamic HWIL Telemetry tape, calibration identification data is required, for validation of range displays and to actively drive display screens for mission simulations. IAW Lead Test Range documentation requirements.

* MDA/DACT – CDRL, Cover Letter and approval receipt if BLOCK # is marked as “A”.

**H Date:** 6/4/2012

**I APPROVED BY:**

**J DATE:**
MRBM Target HQ0147-14-C-0001
Section J, Attachment #8

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**Contract Data Requirements List**

The data requirements list is used to ensure that all the necessary data is collected and submitted in a timely manner. The list includes the following details:

- **Data Item:** The specific data item that needs to be submitted.
- **Title of the Data Item:** The title of the data item.
- **Subtitle:** A subtitle that further describes the data item.
- **Author (Date of Acquisition):** The date when the data was acquired.
- **Frequency:** The frequency of the data collection.
- **Date of Data Submission:** The date when the data is submitted.
- **DISTRIBUTION:** The distribution of the data.
- **Requirement:** The requirements for the data submission.

**Requirement 1**
Contractor format is acceptable but plan should be generated in accordance with Missile Defense Agency Assurance Provisions and the Missile Defense Agency and have concurrence with MDA QS.

**Requirement 2**
Subsequent deliveries are required if the originally delivered plan is altered with change pages and MDA/QS Government concurrence.

**Requirement 3**
Plan shall be delivered via CD to requiring office.

The Software Development Plan shall also include a Modeling & Simulation Plan.

**Block 8:** Government review and approval (or disapproval) and comments to the updated portions of the plan will be provided within 30 days after receipt of each submittal.

**Block 13:**
Submit final update NLT thirty (30) days after receipt of Government comments.

* MDA/DAC - CDRL, Cover Letter and approval receipt if BLOCK 8 is marked as "A".
## CONTRACT DATA REQUIREMENTS LIST (CDRL)

**1 Data Item**

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<td>1-3 Coleman Aerospace</td>
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**4. AUTHORITY**

[Data Acquisition Document No.]

DI-ATTS-80282B Feb 1997

**16. BLOCK 4: CONTRACTOR FORMAT IS ACCEPTABLE**

**THE CONTRACTOR SHALL CREATE THE ATP TO CONTAIN AT MINIMUM**

THE FOLLOWING:

- Test Responsibilities
- Testing Approach
- Test Schedule
- Fault Reporting and Data Recording
- Resource Requirements
- Test Environment
- Identification of Tests
- Test Cases
- Test Case Identifier
- Requirements Traceability
- Description of Test
- Test Initialization
- Test Inputs
- Test Procedure
- Expected Results
- Special Instructions
- The contractor shall define a resolution procedure for items found during acceptance testing and what retesting will be required

**PRODUCTION TEST PERFORMED ON EACH TARGET TO DEMONSTRATE THE TARGET MEETS THE PERFORMANCE SPECIFICATIONS.**

**BLOCKS 10, 12, 13: SUBMISSION IS 90 DAY PRIOR TO ACCEPTANCE TEST (AT)**

**BLOCK 8: G30/C15 (THE FINAL ATP MUST BE SUBMITTED TO THE GOVERNMENT AND APPROVED BY THE GOVERNMENT NLT 30 DAYS PRIOR TO AT)**

* MDA/DACT – CDRL, Cover Letter and approval receipt if BLOCK 8 is marked as “A”.

**G. PREPARED BY**

|0(6)|  |  |

**H. DATE**

4/4/2012

**I. APPROVED BY**

|0(6)|  |  |

**J. DATE**

7/04/13
### CONTRACT DATA REQUIREMENTS LIST (CDRL)

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#### 7. DD 250 Request

**A**

**B**

**C**

**D**

**E**

**F**

#### 9. Dist Statement

**10. Frequency**

**12. Date of First Submission**

**14. Distribution**

**17. Price Group**

**18. Estimated Total Price**

### Notes

- With each delivery provide model documentation in the form of briefings and/or reports describing the modeling process for each object including assumptions, data sources, sample results, and validation processes and results.

- MDA/DACT – CDRL, Cover Letter and approval receipt if BLOCK 8 is marked as “A”.

### Form Approved

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| MDA/DACT* | 1 |

### 16. PREPARED BY

**b)(6)**

### 17. DATE

**4/4/2012**

### G. PREPARED BY

**b)(6)**

### H. DATE

**4/4/2012**

### J. DATE

**4/4/2012**
The Contractor shall deliver briefings or reports to address trade studies conducted. At a minimum, these briefings or reports shall:
- Provide a summary of the study and analyses results.
- Provide a description of the trade study evaluation criteria.
- Address the range of alternatives considered and the important findings supporting recommendations.

BLOCK 12: 30 days after the completion of each study.

BLOCK 8: G3D/C15

* MDA/DAC - CDRL. Cover Letter and approval receipt if BLOCK 8 is marked as "A".
### CONTRACT DATA REQUIREMENTS LIST (CDRL)

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed forms to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

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OMB No. 0704-0188

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Aerodynamic properties shall be characterized for all objects which have not flown in the configuration planned for a given flight test.

This data shall be provided in a report and within the trajectory model.

Post flight data shall be used to validate/update these models for future flight tests.

**BLOCK II: G30/C15**

* MDA/DACT - CDRL, Cover Letter and approval receipt if BLOCK 8 is marked as "A".

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**C. PREPARED BY**

(b)(6)

**D. DATE**
4/4/2012

**E. APPROVED BY**

(b)(6)

**F. DATE**
7 Oct 13
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**1. DATA ITEM NO.:** A020

**2. TITLE OF DATA ITEM:** Scientific and Technical Reports

**3. SUBTITLE:** MASS PROPERTIES REPORT

**4. AUTHORITY (Data Acquisition Document No.):** DI-MISC-R0711A/T Jan 2000

**5. CONTRACT REFERENCE:**

**6. REQUIRING OFFICE:** MDA/TCE

**7. DD 250 REQ:**

**8. APP CODE:** A

**9. DIST STATEMENT:**

**10. FREQUENCY:** AS REQUIRED

**11. AS OF DATE:**

**12. DATE OF FIRST SUBMISSION:**

**13. DATE OF SUBSEQUENT SUBMISSION:**

**14. DISTRIBUTION:**

**15. TOTAL:** 1 2

**16.**

Mass properties shall be estimated as closely as possible and measured when hardware becomes available.

These estimates and measured data shall be provided in a report and in a CAD model for full property calculations.

**BLOCK R: G30/C15**

* MDA/DACT - CDRL, Cover Letter and approval receipt if BLOCK R is marked as "A".

**G. PREPARED BY:** [B](6)

**H. DATE:** 4/4/2012

**I. APPROVED BY:** [B](6)

**J. DATE:** 7/26/12
**CONTRACT DATA REQUIREMENTS LIST (CDRL)**

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PIN listed in Block 1.

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**5. CONTRACT REFERENCE**

- PROPULSION DATA

**6. REQUIRING OFFICE**

- MDA/TCE

**7. DD 250 REQ**

- LT

**8. APP CODE**

- A

**9. DIST STATEMENT**

- AS REQUIRED

**10. FREQUENCY**

- PDR

**11. AS OF DATE**

- 4/4/2012

**12. DATE OF FIRST SUBMISSION**

- 4/4/2012

**13. DATE OF SUBSEQUENT SUBMISSION**

- 4/4/2012

**36.**

Propulsion systems (i.e., booster stages, rocket motors, thruster systems, etc.) which have not been flown previously shall be static fired to measure critical engine properties.

The static fire tests shall have proper instrumentation to measure these properties and the results documented in a report.

Data collected during the flight test shall be compared to the models for validation and/or updating the model for future flight tests.

**BLOCK 8: G30/C15**

* MDA/DACT – CDRL, Cover Letter and approval receipt if BLOCK 8 is marked as “A”.
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**RESERVED**
### CONTRACT DATA REQUIREMENTS LIST

**Section J, Attachment #8**

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<th>A. CONTRACT LINE ITEM NO.</th>
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**Form Approved**

OMB No. 0704-0188

**DESCRIPTION**

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate of any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that not volunteering any other provision of law, no penalty shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government issuing Contracting Office for this Contract/PR No. listed at Block E.

**Block 4: Contractor format is acceptable. Submittal shall be electronic.**

Provide quarterly updates to a subset (agreed upon by TC and the Contractor) of the existing TPMs for use in tracking performance. Contractor format applies but TC System TPMs shall, as a minimum, contain the following:

- Definition of the TPM
- Relationship to Specifications
- Expected values at end of assessment periods and completion of major events
- Variation between the expected and measured performance
- Variation in performance as a function of time
- Conditions, scenarios, and configurations associated with each expected and measured performance
- Mitigation Plan for TPMs showing shortfalls in performance

**Blocks 10, 12, 13:**

- **a.** Individual TPMs will be updated on a schedule agreed to between the Government and the Contractor.
- **b.** Initial submission is due NLT forty-five (45) days after contract award and shall include a brief narrative with the recommended schedule.
- **c.** TC System TPMs will be updated quarterly.

**Block 16:**

**Remarks**

- Draft
- Reg
- Repro

**MDA/TC**

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**MDA/TCH**

| 01 |

**Prepared by:**

**Date:** 24/02/2012

**Approved by:**

**Date:** 7/12/11

**Prepared on:**

**Date:**

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**BLOCK 4:**
Contractor format acceptable, including briefing charts in lieu of separate report.

CSK 10 & 12:
Follow-up written notification shall be given via e-mail within 24 hours of incident/anomaly.

Summary Report:
Submit summary listing of failures/discrepancies and status. 7D after anomaly.
Update as required.

Detail Reports:
Submit detailed Discrepancy Reports as requested by the government.

Complete file of Discrepancy Reports and corrective actions shall be on file and available for review.

**BLOCK 14:**
The contractor shall give MDA/TC POC's access to the contractor's portal (i.e. WGC) to access CDRL deliverables as needed.
### CONTRACT DATA REQUIREMENTS LIST

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**6. REQUIRING OFFICE:**

- MDA/TC
- MDA/QS-TC
- MDA/DIT
- MDA/TCS

**8. REQUIRED OFFICE:**

- MDA/TC
- MDA/QS-TC
- MDA/DIT
- MDA/TCS

**9. TOTAL PRICE:**

- $0

**10. REMARKS:**

- Contractor format acceptable, including briefing charts in lieu of separate report.

- The as-of-date shall be the date of report delivery.

- Delivery shall be 4 months prior to the first target delivery.

- Resubmission required if and when contractor changes the environmental requirements for storage or transportation to and from storage.

---

**Prepared by:**

- 4/4/2012

**Date:**

- 7/04/12
MRBM Target HQ0147-14-C-0001
Section J, Attachment #8

CONTRACT DATA REQUIREMENTS LIST (CDRL)

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DI-MISC-80711A/1 Jan 2000

1. DATA ITEM NO. 2. TITLE OF DATA ITEM 3. SUBTITLE
B001 Integrated Master Plan (IMP)

5. CONTRACT REFERENCE

6. REQUIRING OFFICE
MDA/TCA

14. DISTRIBUTION
MDA/TCA 1 1
MDA/DAC* 1 1
MDA/DDT 1 1

15. TOTAL

16. REMARKS

Block 4: Contractor format is approved after submission of draft format is reviewed and accepted by the Government.

The Integrated Master Plan (IMP) will provide the structure and integration alignment for the Integrated Master Schedule (IMS). The IMP will identify the Program Events, Significant accomplishments, and Accomplishment Criteria including criteria that constitutes completion of the accomplishment.

Block 12: Initial submission shall be with the proposal.

Block 13: Subsequent submittals will be provided as approved changes occur to the program. Government review and approval (or disapproval) and comments will be provided within 30 days after receipt of each submittal unless otherwise specified. If the Government provides any comments, submit an update incorporating Government comments within 30 days after receipt of Government comments unless otherwise specified.

* MDA/DAC* - CDRL. Cover Letter and approval receipt if BLOCK 8 is marked as "A".
**MRBM Target HQ0147-14-C-0001**

**Section J, Attachment #8**

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### Block 4:

a. Contractor format is approved after submission of draft format is reviewed and accepted by the Government. Data will be provided in electronic format and will be Microsoft Project (latest version) compatible. Also an electronic submission shall be made using ANSI ASCX12 Transaction Set 806. The Contractor shall make this data available to the Government via on-line access as required. The Government will have access, on an as-required basis, to electronic IMS data in the native format.

b. Major critical subcontracts will have applied to them the requirements of DI-MGMT-81650 Integrated Master Schedule. IMS required from subcontractors will be integrated with the contractor's scheduling system. The contractor shall also provide all major subcontractor schedules as an attachment to the contractor's IMS.

c. The contractor shall submit periodic analysis of progress. Form, content, threshold level determination for variance analysis, and impact reporting, and delivery shall be mutually agreed-to, between parties involved, following contract award.

d. The contractor shall submit schedule risk assessments, to include Statistical Risk Assessment, and be prepared to actively participate in periodic schedule risk reviews to quantify work package level schedule risk.

### Block 11:

Last day of contractor's monthly accounting period.

### Block 12:

Initial submission shall be with the proposal.

### Block 13:

Subsequent submissions shall be due NLT ten (10) days after the end of each calendar month. If the 10th day falls on a non-work day, the contractor will submit the data the next work day.

* MDA/DACT - CDRL, Cover Letter and approval receipt if BLOCK 8 is marked as "A".

### Block 14:

All IMS related forms must be electronically forwarded to the Central Repository on a monthly basis in native format at the DCARC Web site, https://ders.dcarc.osd.mil/DCARCPortal.

Block 8: G20/C20

---

DD Form 1423-1, AUG 96 (EG)  
PREVIOUS EDITION MAY BE USED  
Page 1 of 1 Pages
## CONTRACT DATA REQUIREMENTS LIST (CDRL)

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**Section 10D: Project Data**

- Submit in accordance with applicable Delivery Order.
- The contractor shall adhere to the authority of the latest revision of MDA-QS-001-MAP excluding Sections 3.1.3.1.6 (Cost of Quality Metric), 3.1.3.1.6.7 (Program Quality Staffing Metric), and 3.1.3.8 (Software Metrics).

### Additional Metrics

- Corrective Action Request (CAR) Count Received/Closed
- Foreign Object Incident Report
- Mission Success Rating
- PAR Data Scheduled/Held
- Supplier Assessments
- Quality Escapes
- Unverified Failures
- Material Review Board Data
- Non Conformance Dispositions/Age Rating
- Non Conformance Corrective Action Age Rating
- Process Escapements
- System Safety Incidents
- Software Quality Rating

**Contractor Format is acceptable.**

**As of Date**

This CDRL goes into effect as of the date this CDRL goes on contract.

**Contractor Metric Data Entry**

Contractor metric data entry shall be completed no later than (NCT) the tenth (10th) working day for the first full calendar month reporting period after contract execution.

**10 Working Days after the Reporting Period (DARP)**

**Form Approved**

OMB No. 0704-0188

**Contractor**

L-3 Coleman Aerospace

**Section 4**

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**Section 4 of 4**

**DD FORM 1423-1, FEB 2001**

PREVIOUS EDITION MAY BE USED

Page 1 of 1 Pages ___
### CONTRACT DATA REQUIREMENTS LIST

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<th>I REVIEW DATA PACKAGES</th>
<th>J CONTRACTOR</th>
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#### A. Design Review Read Ahead Packages:

All classified and unclassified briefs for SRR, PDR, CDR, or any other design review or major TIM shall be submitted two weeks prior to the scheduled meeting. Review Entrance and Exit Criteria shall be specifically addressed in the read-ahead package. Update at review as necessary.

#### B. This CDRL applies to all data packages associated with Design Reviews, Ship or Store Reviews, Independent Verification Reviews, Missions And Flight Readiness Reviews, or any other design review or major TIM which directly address the requests of MDA/\[b\] (c) Data packages shall be designed to provide adequate preparation information/data commensurate with MIL-STD 1521B guidelines.

#### C. Submit Action Items (AIs) at the review and up to 15 days after completion of review. Track AI to closure and resolve NLT 45 days after close of review.

* MDA/DACT – CDRL, Cover Letter and approval receipt if BLOCK 8 is marked as “A”.

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**D. SYSTEM/ITEM**

Targets & Countermeasures

**E. CONTRACT/PR NO.**

HQ0147-14-C-0001

**F. CONTRACTOR**

L-3 Coleman Aerospace

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**16. REMARKS**

A. Contractor Will Provide Requested Documents Identified From The DAL Upon Request. Cost Will Be Only Reproduction And Administrative Handling To Provide Such Copies As Requested.

B. DAL Shall Contain A List Of All Non-CDRL Data/Documentation Generated By The Prime And Subcontractors In The Execution Of This Contract.

C. Clear Annotation of New Documentation/Data Will Be Noted In Each Months Deliverable.

* MDA/DACT – CDRL, Cover Letter and approval receipt if BLOCK 8 is marked as “A”.

**G. PREPARED BY**

(b)(6)

**H. DATE:**

4/8/2012

**I. APPROVED BY**

(b)(6)

**J. DATE:**

2 Oct 13

**K. TOTAL:**

0 2 0
**MRBM Target HQ0147-14-C-0001**

**Section J, Attachment #8**

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Block 4:

a. Contractor format is approved after submission of draft format is reviewed and accepted by the Government. Submittal shall be electronically using the ANSI ASC X 12 Transaction Set 839F, Project Cost Reporting, and Version 004010. The Government will have access, on an as-required basis, to electronic Contractor CFSR data.

b. A CFSR shall be submitted on all contract CLINs.

c. Contractor shall also submit a "roll-up" CFSR.

d. Report by CLIN in block 11 of CFSR. Reported by Government fiscal year in blocks 11b and 11c. CFSR data shall be reconciled to the Government's fiscal year (FY) end at 30 September if the contractor's FY does not coincide with the Government's.

e. The "at completion" column of Block 12 shall be the contractor's Estimated Price at Completion (EPC) (including Government share of any projected overruns). Contractor shall include an attachment that reconciles the cumulative and at completion data from the CFSR with the associated data from the CPR for the same report period.

f. Projections in blocks 12,13,14 of the CFSR shall be monthly for the first six months, then quarterly for the remainder of the fiscal year, then by fiscal year to contract completion.

g. For block 15 of the CFSR, report actual payments received as a cumulative value for the period from contract award through the current report date. Include any pertinent information to explain a projected change in funding required or change to the EPC.

h. The contractor will identify, in the remarks section of the CFSR, the dollar amount paid to date and the estimated funding run out date by CLIN.

Block 11: Last day of contractor's monthly accounting period.

Block 12 & 13: The initial submission is required electronically within sixty (60) days following contract award. Subsequent submission shall be due NLT seventeen (17) days after the end of each subsequent quarter Government fiscal year period. If the 17th day falls on a non-work day, the contractor will submit the data the next work day. The initial submission for the "roll-up" is required electronically within ninety (90) days following contract award. Subsequent submission shall be due NLT seventeen (17) days after the end of each subsequent quarter Government fiscal year period. If the 17th day falls on a non-work day, the contractor will submit the data the next work day.

Block 14: All CSFR-related forms must be electronically forwarded to the central repository at the DSARC Web, https://ders.deacrn.pae.osd.mil/DCARPotrat/. Electronic submissions must include electronic form (ANSI X-12 or XML) and human readable form (XLS, PDF, DOC, etc)

* MDA/DACT – CBRL, Cover Letter and approval receipt if Block 8 is marked as "A", Block 8: G30
## CONTRACT DATA REQUIREMENTS LIST

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### 16. REMARKS

**Item 8. App Code.** This data item will be reviewed and accepted/rejected, based on its conformance to the requirements of the DID (most recently approved version). Final approval shall be determined by MDA/DOC. The Government shall have thirty (30) days for review and acceptance/rejection of each submission. In the case of rejection, the Government may allow the Contractor thirty (30) calendar days upon notice of action to resolve the Data Summary Report (DSR) (DD Form 1921). The Government shall have thirty (30) calendar days for review and acceptance/rejection purposes, the thirty (30) calendar days for review will commence upon MDA/DOC's receipt of the Data Summary Report (DSR) (DD Form 1921). Contractor and subcontractors shall submit reports electronically directly to MDA/DOC's representative, Cricketta Parry, at email: cricketta.parry@navy.mil (phone: 202-450-5334). Alternatively, if prime contractor has an established platform for electronic delivery of contract deliverables, the program office, MDA/DOC's representative must be granted access to such platform prior to submission of this deliverable.

**Items 10, 11, 12, 13, and 14.** As of Date, 12. Date of First Submission, and 13. Date of Subsequent Submission. Cost Data Summary Reports (DSR) (DD Form 1921) shall be submitted for each Contractor and Subcontractor within thirty (30) calendar days following the last calendar year. In addition, all data submittals by Cost Data Summary Reports (DSR) (DD Form 1921) shall be submitted at all milestones as indicated in the Cost and Software Data Reporting (CSDR) Plan in Item 14. CSDR Submissions. A final Cost Data Summary Report (CDSR) (DD Form 1921) reflecting final costs shall be submitted within ninety (90) days after the end of contract.

**References.** All Cost Data Summary Reports (CDSR) (DD Form 1921) shall be in accordance with approved Cost and Software Data Reporting (CSDR) Plan provisions, the WRS Data Dictionary, and the CDSR Manual (DoEM 5000:4-M-1). The CSDR Plan is included as a contract attachment. The CDSR Manual is available from the Defense Contract and Resource Center (DCARC) website at http://dcarc.mil/cdsr/cdn/.

**Distribution to DCARC.** Data submitters must register through the DCARC website and possess a DOD-issued CAC or DoD-approved ECA digital certificate to obtain a DCARC Portal account and be authorized to upload CDSR content. Users can obtain access by submitting user information about themselves and their organizations in the DCARC Portal and registering a CDSR submittor user role. After the registration, the user can receive a DOD-issued CAC that shall be able to register their CAC with their DCARC Portal account. CAC login is not required. All DCARC Portal accounts used or issued shall be at least annually validated. Contractors, subcontractors, and prime contractors are responsible for ensuring that subcontracts contain the registration deadlines for all subcontractors who meet the reporting thresholds. This includes requiring subcontractors to electronically report data to the DCARC and distribute to all addresses in Block 14.

**Format.** All Cost Data Summary Reports (CDSR) (DD Form 1921) shall be submitted electronically in Microsoft Excel format. The required file format for each CDSR report is specified in its Data Item Description (DID). A template conforming to the required format can be found on the DCARC website at http://dcarc.mil/cdsr/cdn/template/CDSR_1921.xsl.

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**Date:** 4/6/2012

**Reviewed By:** [Signature]

**Date:** 4/6/2012

**Approved By:** [Signature]

**Date:** 4/6/2012
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#### Notes:

The WBS and Dictionary must be in Excel. Prime contractors are responsible for flowing down the CSDR requirements to their subcontractors who meet the reporting thresholds.

**Block 4: Supplemental Instructions for WBS:**
1. Contractor format is approved after submission of draft format and reviewed and accepted by the Government.
2. Part I INDEX. Provide a matrix identifying the contract line item and SOW to the WBS elements.
3. Part II WBS Dictionary. The elements shall be in the same order as the Part I INDEX. The WBS element number shall precede the WBS element title.
4. The WBS will be developed using the latest version of MIL-STD-881C as a guide. The contractor may use its own WBS element numbering scheme as long as the WBS integrity is maintained in consonance with the guidance in MIL-STD-881C.

This WBS must be used on the Contractor Performance Report Format 1 (CPR) and Contractor Cost Data Report (CCDR) structure.

**Block 8:** Government review and approval (or disapproval) and comments will be provided within 30 days after receipt of each submittal unless otherwise specified.

**Block 12:** Initial submittal with proposal.
**Block 13:** If the Government provides any comments, submit a final report incorporating Government comments within 30 days after receipt of Government comments unless otherwise specified.

* MDA/DACT – CDRL, Cover Letter and approval receipt if Block 8 is marked as “A”.

---

**Remark:**
The Contractor shall prepare and deliver a Common Cost Model that includes the following information and satisfies the following criteria:

a. The CCM needs to represent contractor life cycle cost (development, procurement and logistics support) in both then-year (TY$) and constant year (BY$).

1. Model should include the input variables, algorithms/metrics/equations/calculations and the output cost estimate by Work Breakdown Structure (WBS).

2. The model should be a standalone electronic tool that provides the user the ability to see, understand and manipulate elements of the model from inputs through equations to outputs.

3. The cost methodologies, i.e., analogy, cost estimating relationship (CER), engineering buildup, and actuals (historical data) should be fully explained in the model's documentation section or a reference provided as to where that information can be obtained (i.e., Basis of Estimate). The data set(s) used to support developmental methodologies should also be made available, preferably in the model's documentation section or a reference provided as to where that information can be obtained (i.e., Basis of Estimate).

4. All underlying assumptions that impact the estimate (to include sizing estimates, quantity assumptions, manufacturing schedules, labor rates, productivity metrics, productivity savings, etc.) should be fully explained in the model or a reference provided as to where the information can be obtained (i.e., Basis of Estimate). Assumptions can be identified as general, affecting several WBS elements or specific, affecting one WBS element.
**b.** The CCM must be a jointly developed contractor, MDA TC and DOC product.

c. The CCM must be consistent with BMDS cost data. The CWG will review all cost reports and use them to test the accuracy/validity of cost estimating methodologies used in the CCM. Where discrepancies are found between CCM estimates and reported cost data, the CWG will research why the discrepancy occurred and update the CCM appropriately.

d. The CCM needs to be consistent with the WBS approved by the government.

e. The CCM needs to track changes over time.

f. Examine all elements of program risk and model this risk in the CCM. Each CCM will have the capability of producing both a "Most Likely Cost" and "Probability of Successful Execution" at various levels of funding. Most Likely Cost is the value having the greatest likelihood of occurrence (the dollar value corresponding to the highest point on the cost probability distribution). Probability of Successful Execution is the probability that the actual incurred costs will be less than or equal to a specified cost (the point on the cumulative probability distribution corresponding to a specified cost threshold).

a. The data delivery must include the Model, a list of underlying assumptions and methodology, a change log that should include cost methodology improvement actions.

b. CCM effort will be in accordance with MDA 4250.02-INS, January 2012.

### Deliverable Items

Contractor submission shall be made electronically in as indicated by the government. The Government will have access, on an as-required basis, to electronic Contractor CCM data.

Assume up to four CCM deliverables per year.

* MDA/DACT - CDRL, Cover Letter and approval receipt if BLOCK 8 is marked as “A”.

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**D: SYSTEM/ITEM**

**Targets and Countermeasures**

**E: CONTRACT/PR NO.**

HQ0147-10-R-0023

**F: CONTRACTOR**

L-3 Coleman Aerospace

**16. REMARKS (Continued):**

b. The CCM must be a jointly developed contractor, MDA TC and DOC product.

c. The CCM must be consistent with BMDS cost data. The CWG will review all cost reports and use them to test the accuracy/validity of cost estimating methodologies used in the CCM. Where discrepancies are found between CCM estimates and reported cost data, the CWG will research why the discrepancy occurred and update the CCM appropriately.

d. The CCM needs to be consistent with the WBS approved by the government.

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### Deliverable Items

Contractor submission shall be made electronically in as indicated by the government. The Government will have access, on an as-required basis, to electronic Contractor CCM data.

Assume up to four CCM deliverables per year.

* MDA/DACT - CDRL, Cover Letter and approval receipt if BLOCK 8 is marked as “A”.
**MRBM Target HQ0147-14-C-0001**

**Section J, Attachment #8**

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**Contractor:** L-3 Coleman Aerospace

**Contract Number:** HQ0147-14-C-0001

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**Reserved**

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5.2. Contract Title: TC MAIP

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### 17. PRICE GROUP

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The Contractor shall provide a Mission Assurance Implementation Plan describing how the MDA Assurance Provision (MAP) will be implemented.

The Contractor shall submit a proposal and consider a "Draft" until fully approved by the MDA/QS Parts and Materials Group after contract award. This Draft will be used for proposal evaluation purposes.

Plan will be considered "Final" when fully coordinated and approval is received by the MDA/QS Parts and Materials Group. Subsequent submissions will be submitted as required.

Block 4
Contractor format is acceptable.
Plan shall be delivered via email and CD to requiring office.

Block 8: G20/C20

* MDA/DACI - CDRL, Cover Letter and approval receipt if BLOCK 8 is marked as "A".
### CONTRACT DATA REQUIREMENTS LIST (CDRL)

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no persons shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block II.

<table>
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<td>Targets &amp; Countermeasures</td>
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<td>TC Parts, Materials, Processes Control Program Plan</td>
<td>TC PMPCP</td>
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16. The contractor shall create a Parts, Materials, Processes Control Plan describing how the requirements in the MDA Parts, Materials, and Processes Mission Assurance Plan (PMAP) will be implemented.

17. Contractor shall describe how their internal processes map to each of the requirements of the PMAP. If the Contractor does not have an internal process to implement any of the requirements of the PMAP, a description of the planned process to implement and estimated implementation date process will be in place shall be provided.

First submission shall be submitted with proposal and considered a “Draft” until fully approved by the MDA/QS Parts and Materials Group after contract award. This Draft will be used for proposal evaluation purposes.

Plan will be considered “Final” when fully coordinated and approval is received by the MDA/QS Parts and Materials Group. Subsequent submissions will be submitted as required.

The PMAP is a sub-set document to the MDA Assurance Provision (reference MDA-QS-001-MAP-Rev A, change 1 for further plan guidance).

Block 4
Contractor format is acceptable.
Plan shall be delivered via email and CD to requiring office.

BLOCK 8: G204C20
* MDA/DACT – CDRL, Cover Letter and approval receipt if BLOCK 8 is marked as “A”.

**REPAIRED BY:** (b)(6)  
**DATE:** 4/4/2012  
**APPROVED BY:** (b)(6)  
**DATE:** 7/06/17

DD FORM 1423-1, FEB 2001
MRBM Target HQ0147-14-C-0001  
Section J, Attachment #8

**CONTRACT DATA REQUIREMENTS LIST (CDRL)**

The public reporting burden for this collection of information is estimated to average 1/2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions regarding how it can be reduced, to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington DC 20503. Respondents are not obligated to respond to this collection of information unless it displays a currently valid OMB control number. Please DO NOT RETURN your completed form to the above address. Send completed form to the Government Contracting Officer for the Contract/FN No. listed in Block E.

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**Contractor Format is acceptable with delivery requiring MDA/QS-TC Government concurrence.**

Subsequent submissions will be submitted as required.

Plan shall be delivered via email and CD to requiring office.

**BLOCK 8: G200/C20**

* MDA/DACT - CDRL, Cover Letter and approval receipt if BLOCK 8 is marked as "A".

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**G. PREPARED BY**

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<th>H. DATE</th>
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<td>L-3 Coleman Aerospace</td>
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**4. AUTHORITY (Data Dissemination Document No.)**
DI-MDA-QS-001-MAP-REV A, change 1

**5. CONTRACT REFERENCE**
MDA/QS-TC

**7. DD 250 REQ**
LT

**8. APP CODE**
A

**10. FREQUENCY**
See Block 16

**11. AS OF DATE**
See Block 16

**12. DATE OF FIRST SUBMISSION**
45DAC

**13. DATE OF SUBSEQUENT SUBMISSION**
See Block 16

**14. DISTRIBUTION**

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**16.** Contractor format is acceptable with delivery requiring MDA/QS-TC Government concurrence.

Subsequent submissions will be submitted as required.

An shall be delivered via email and CD to requiring office.

**BLOCK 8: G15/C15**

* MDA/DAC - CDRL, Cover Letter and approval receipt if BLOCK 8 is marked as "A".

---

**REPAIRED BY**

**H. DATE**
4/4/2012

**J. DATE**

---

**DD FORM 1423-1, FEB 2001**

---

**PREVIOUS ED.**

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**Page 1 of 1 Pages**
### CONTRACT DATA REQUIREMENTS LIST (CDRL)

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### Targets & Countermeasures
- **DATA ITEM NO.**: B015
- **TITLE OF DATA ITEM**: RESERVED

### CONTRACT/PR NO.
- **HQ0147-14-C-0001**

### CONTRACTOR
- **L-3 Coleman Aerospace**

### AUTHORITY (Data Acquisition Document No.)
- **DI-MISC-80711A Jan 2000**

### CONTRACT REFERENCE

### REQUIRING OFFICE

---

**RESERVED**

---

**TOTAL**
## CONTRACT DATA REQUIREMENTS LIST

### A. CONTRACT LINE ITEM NO.

| 0002, 0008, 0102, 0108 |

### B. EXHIBIT

| |

### C. CATEGORY: NA REF: DOD 5010.12-L AFM001

| NA Ref. | DOD 5010.12-L AFM001 |

### D. SYSTEM/ITEM

| Targets & Countermeasures |

### E. CONTRACT/PR NO.

| HQ0147-14-C-0001 |

### F. CONTRACTOR

| L-3 Coleman Aerospace |

### G. AUTHORITY (Data Acquisition Document No.)

| DI-MGMT-81650 |

### H. CONTRACT REFERENCE

| Mar 2005 |

### I. LIST STATEMENT

| |

### J. FREQUENCY

| MONTHLY |

### K. DATE OF FIRST SUBMISSION

| SEE BLOCK 16 |

### L. DATE OF SUBSEQUENT SUBMISSION

| SEE BLOCK 16 |

### M. REMARKS

**Detailed schedule of range integration and test activities from vehicle ship through mission execution.**

### Block 4:

- Contractor format is acceptable. Data will be provided in electronic format and will be Microsoft Project (latest version) compatible. The Government will have access, on an as-required basis, to electronic Contractor IMS data.

### Block 12: Initial submission is due 120 days prior to launch.

### Block 13: Update as required

* MDA/DACT – CDRL, Cover Letter and approval receipt if BLOCK 8 is marked as “A”.

### DD Form 1423-1, AUG 96 (EG) PREVIOUS EDITION MAY BE USED
### CONTRACT DATA REQUIREMENTS LIST

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<td>Targets &amp; Countermeasures</td>
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<td>1-3 Coleman Aerospace</td>
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#### 2. TITLE OF DATA ITEM

- **Functional Cost-Hour Report (DD Form 1921-1)**

#### 3. SUBTITLE

- **Functional Cost-HR**

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#### 6. ESTIMATED TOTAL PRICE

**MDA/TCO**

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#### 11. DATE OF SUBSEQUENT SUBMISSION

- **See Block 16**

#### 12. DO NOT STATE DATE

#### 13. DATE OF SUBSEQUENT SUBMISSION

#### 14. DISTRIBUTION

**MDA/TCO**

#### 15. TOTAL

- **1**

---

**NOTES:** Prepare Blocks 10 through 13 in accordance with the approved Cost and Software Data Reporting (CSDR) Plan provisions, the WBS Data Dictionary, and the CSDR Manual (DoD 5000.04-M-1). The CSDR Manual is available from the Defense Cost and Resource Center (DCARC) website at [http://dcarc.osd.mil/](http://dcarc.osd.mil/). Reference the attached CSDR Plan provided by the government.

Prime contractors are responsible for flowing down the CSDR requirements to their subcontractors who meet the reporting thresholds. Submit actual direct and indirect cost data on non-recurring and recurring costs.


**BLOCK 4:** Each format shall include all contract cost (prime and subcontractor) as specified in the CWBS Breakdown.

**BLOCK 8:** Government review and approval (or disapproval) and comments will be provided within 30 days after receipt of each submittal unless otherwise specified.

**BLOCK 12/13:** Initial submission for 1921-1 is 90 DAC; and annually (reported as of end of FY, due 90 days after FY end).

Data submitted to MDA/DOC Attn DOCR Lead, MDA/TCO Attn EVM Lead, and MDA/DACt via DVD – not by e-mail.


* Final Submission shall be made to MDA/DACt, to include CDRL, Cover Letter and approval receipt if BLOCK 8 is marked as "A".

---

**DD FORM 1423-1, FEB 2001**
**MRBM Target HQ0147-14-C-0001**  
Section J, Attachment #8

**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)  

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**D. SYSTEM/ITEM**  
Targets & Countermeasures

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<td>PCR</td>
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**May 2011**

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<td>SEE BLOCK 16</td>
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**13. REMARKS**

Prepare Blocks 10 through 13 in accordance with the approved Cost and Software Data Reporting (CSDR) Plan provisions, the WBS Data Dictionary, and the CSDR Manual (DoD 5000.04-M-1). Reference the attached CSDR Plan provided by the government. The CSDR Manual is available from the Defense Cost and Resource Center (DCARC) web site at [http://dcarc.pac.osd.mil](http://dcarc.pac.osd.mil).

Prime contractors are responsible for flowing down the CSDR requirements to their subcontractors. Submit actual direct recurring cost data and system characteristic data.

Progress Curve Report (DD Form 1921-2) (PCR) shall report costs (by unit and by mission) for AWSB identified element in the CSDR Plan.

Total cost shall be reported at each identified cost element -- Cost does not need to be broken down into functional categories for each cost element. Prepare PCR in accordance with the detailed instructions contained in Data Item Description DI-FNCL-81567C (most recently approved version). Sample Format can be found at [http://dcarc.pac.osd.mil/Policy/cdrReporting.aspx](http://dcarc.pac.osd.mil/Policy/cdrReporting.aspx).

Each format shall report mission and inventory unit cost (prime and subcontractor) separately, as specified in the attached CSDR Plan and respective CWBS. Inventory units will be treated as unique items.

Block 8: Government review and approval (or disapproval) and comments will be provided within 30 days after receipt of each submittal unless otherwise specified.

Block 12: Initial submission of 1921-2 is due electronically NLT 90 days after contract award via DVD to MDA/DOA Attn: DOCR Lead. Initial submission will include historical data from original Prime Contract award.

Block 13: Subsequent Semi-annual submissions (reported as of end of second and fourth quarter in the FY) shall be due electronically NLT 90 days after Government acceptance.

Data submitted to MDA/DOA Attn DOCR Lead, MDA/DOA Attn EVM Lead, and MDA/DOA via DVD - not by e-mail.


* MDA/DOA, to include CDRL, Cover Letter and approval receipt if BLOCK 8 is marked as "A."
Block 4:

a. Contractor format is approved after submission of draft format is reviewed and accepted by the Government. In addition to a hardcopy submittal, electronic submission shall be made using ANSI ASC X12 Transaction Set 839C, Project Cost Reporting, and Version 004010. The Government will have access to, an as-required basis, electronic Contractor Cost Performance Report (CPR) data.

b. A CPR shall be required for each contract plus contract to include formats 1, 2, 3, 4 and 5. Earned Value Management (EVM) reporting shall be implemented on all contract CLINs which are cost or incentive CLINs, and that in total, exceed or approach the $200M EVM reporting threshold (Basic and unexercised options) per the DFARS 234 clause. EVM reporting is not required on CLINs which are fixed price CLINs. MDA reserves the right to modify this request and the associated CDR requirements during contract negotiations.

c. Reporting levels shall be IAW the contractor’s Work Breakdown Structure (WBS). Format 1 reporting will normally be Level Four of the WBS, but lower levels may be required for areas of significant technical, cost and/or schedule risk. If the budgeted value of a Level three CWSB element budget exceeds 20% of the Contract Budget Base (CBB) then that element will be reported at a lower level until none of the lower reporting elements exceed 20% of the CBB. If the budgeted value of a Level two CWSB element is less than 1% of the CBB then the element shall be reported at Level two, not subdivided into its Level three components. The contractor, with Government approval, shall review and update Format 1 reporting levels requirements at major program transitions (e.g., PDR, CDR, start of test program).

Current month cost (CV) and schedule variance (SV) explanations are required. Format 5 shall incorporate problem analyses and narrative explanations for Format 1 elements when cost/schedule variances fall within the following categories:

- Current period cost variances exceeding +/- $100K and/or +/- 10%
- Current period schedule variances exceeding +/- $100K and/or +/- 10%
- Cumulative cost variances exceeding +/- $150K and/or +/- 10%
- Cumulative schedule variances exceeding +/- $150K and/or +/- 10%
- 5 largest variances at completion exceeding +/- $150K and/or +/- 10%
- Other cost and schedule variances or technical performance issues that are causing or are likely to cause significant schedule delays or cost overruns
**CONTRACT DATA REQUIREMENTS LIST**

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Mar 2005

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<td>All Budget at Completion (BAC) changes on Format 1 shall be explained in Format 5. All Management Reserve (MR) transactions, including the work scope to be covered by the MR, and the amount of MR distributed to the applicable WBS element shall be explained on Format 5. Undistributed Budget (UB) transactions shall be explained in a similar manner. The composition of UB, including EPC number and the associated contract modification dollar values (NTEs etc), shall also be listed in Format 5.</td>
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<td>Format 2 Column (1) - Organizational Category. In Block 5.a list the organizational categories that reflect the contractor's internal management structure. This format shall be used to collect organizational cost information at the total contract level for organizational elements rather than for individual CWBS elements. This column shall also identify each major subcontractor as defined in the contract. The individual subcontractor line shall reconcile with the cost to the prime (includes subcontractor fee, MR, UB, G&amp;A, cost of money, etc.).</td>
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<td>Format 3 and 4 periods shall include identical forecast periods and shall be monthly for at least six months, quarterly for at least two quarters, and then quarterly, semi-annually, or annually to completion. Any change in the Format 3 total Performance Measurement Baseline (PMB) and/or any change in the current or forecast periods that exceeds 5% shall be explained in detail in Format 5. Any change in current, forecast period, or total manpower for each Format 4 element that exceeds 10% shall be explained in Format 5. Explanation of the changes to the PMB shall include the movement of scope, schedule and budget for all periods.</td>
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<td>Specific corrective actions, forecasted closure date, and impact to the Estimate at Completion (EAC) shall be included in each variance narrative. Schedule variance narratives shall identify significant missed milestones, impact to major milestones, and expected recovery dates. Contractor shall go to lowest CWBS level necessary to completely explain the variances.</td>
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### CONTRACT DATA REQUIREMENTS LIST

**Section J, Attachment #8**

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<td>0002, 0008, 0102, 0108</td>
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</table>

**Remarks:**

The Government reserves the right to review and modify, through negotiations, the variance analysis requirements and reporting levels for Formats 1, 2, 3 and 4 during the performance of the contract, but no sooner than six months after contract award.

"Best case", "Worst case" and "Most Likely" EACs at the total contract level are required.

Major subcontractor efforts shall be integrated into the CPR. The contractor shall also provide all major subcontractor CPRs or FMRs (other cost reports) as an attachment to the contractor’s CPR.

**Block 11:** Last day of contractor’s monthly accounting period.

**Block 12:** Initial submission is due electronically not later than seventeen (17) calendar days after the end of the first complete calendar month subsequent to award. If the 17th day falls on a non-work day, the contractor will submit the data the next working day.

**Block 13:** Subsequent submissions shall be due not later than seventeen (17) calendar days after the end of each subsequent calendar month. If the 17th day falls on a non-work day, the contractor will submit the data the next working day.

**Block 14:** All CPR-related forms must be electronically forwarded to the central repository at the DCARC Web Site at [https://dcars.dcarc.osd.mil/DCARCPortal](https://dcars.dcarc.osd.mil/DCARCPortal). Only submit CPR Formats 1-5 in electronic format (ANSI X-12 or XML) and human readable form (XLS, PDF, DOC, etc) to DSARC.

**BLOCK 8:** G15/C15

<table>
<thead>
<tr>
<th>Prepared by</th>
<th>Date Approved</th>
<th>Date Approved</th>
</tr>
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<tbody>
<tr>
<td>(b)(6)</td>
<td>4/08/2012</td>
<td>-</td>
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**DD Form 1423-1, AUG 96 (EG)**
<table>
<thead>
<tr>
<th>Block 4: Contractor format acceptable. Submittal shall be electronic.</th>
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</thead>
<tbody>
<tr>
<td>The document will contain a detail description of the Contractor's plan for preparing the Targets and Countermeasures Systems for acceptance by the Government. It will describe all acceptance testing performed by the Contractor and the criteria for successful completion of the test. The plan will contain a detail listing of the acceptance data package to be provided to the Government when the system is delivered, i.e., DD250.</td>
</tr>
<tr>
<td>Block 8: Government review and approval (or disapproval) and comments to the updated portions of the plan will be provided within 30 days after receipt of each submittal.</td>
</tr>
<tr>
<td>Blocks 12 &amp; 13: Submissions shall be due:</td>
</tr>
<tr>
<td>a. Initial submission due NLT sixty (60) days after contract award</td>
</tr>
<tr>
<td>b. Subsequent submission due NLT ninety (90) days prior to ILC.</td>
</tr>
<tr>
<td>c. Submit final update NLT thirty (30) days after receipt of Government comments.</td>
</tr>
</tbody>
</table>

| MDA/DACT* | 1 |
| MDA/TCE | 1 |
| MDA/DIT | 1 |
### CONTRACT DATA REQUIREMENTS LIST (CDRL)

**Section J, Attachment #8**

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0111). 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents are required to respond to this collection of information notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block B.

<table>
<thead>
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<th>A. CONTRACT LINE ITEM NO.</th>
<th>B. EXHIBIT</th>
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<th>D. SYSTEM/ITEM</th>
<th>E. CONTRACT/PR NO.</th>
<th>F. CONTRACTOR</th>
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<tr>
<td>B021</td>
<td>Targets and Countermeasures MRBM Systems Engineering Management Plan</td>
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| 15 TOTAL | 1 | 2 | 0 |

**REMARKS**

Block 4: All submissions to be provided electronically.

Block 8: G30/C30.

Block 12: Contractor shall deliver 45 days after contract award.

*MDA/DACF – CDRL, Cover Letter and approval receipt if BLOCK 8 is marked as “A”.*
### CONTRACT DATA REQUIREMENTS LIST

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<tr>
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<td>REQUIRING OFFICE</td>
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**Reserved:**

---

**NOTES:**

- **RESERVED**

---

**TOTAL:**
The contractor shall create a Risk Management Plan that shall be generated in accordance with Missile Defense Agency Assurance Provisions and the Missile Defense Agency and have concurrence with MDA QS-TC and MDA/TCE.

Contractor format is acceptable.

Subsequent submissions will be submitted as required.

Plan shall be delivered via email and CD to requiring office.

**BLOCK 8: G30/C15**

*MDA/DACT - CDRL, Cover Letter and approval receipt if BLOCK 8 is marked as "A".*
### CONTRACT DATA REQUIREMENTS LIST (CDRL)

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of the collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents are not required to respond to a collection of information unless it displays a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract PR No. listed in Block E.

<table>
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<td>Targets &amp; Countermesures</td>
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<td>60DAC</td>
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**Block 4**

Contractor format is acceptable.

The contractor shall create Integrated Test and Evaluation Plan that shall be generated in accordance with Missile Defense Agency Assurance Provisions and the Missile Defense Agency and have concurrence with MDA QS and MDA TCE.

Subsequent submissions will be submitted as required.

Plan shall be delivered via email and CD to requiring office.

**BLOCK 8: G30/C15**

*MDA/DAC* – CDRL, Cover Letter and approval receipt if BLOCK 8 is marked as “A”.

15 TOTAL → 2 3 0

**G. PREPARED BY** [b](6) **H. DATE** 4/4/2012 **I. APPROVED BY** [b](6) **J. DATE** 4/4/2012

DD FORM 1423-1, FEB 2001
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block 11.

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<th>E. CONTRACT/PR NO.</th>
<th>F. CONTRACTOR</th>
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<td>Targets &amp; Countermeasures</td>
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<td>L-3 Coleman Aerospace</td>
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</table>

Contractor format is acceptable but plan should be generated in accordance with Missile Defense Agency Assurance Provisions and the Missile Defense Agency and have concurrence with MDA QS and MDA/TCE.

Subsequent submissions will be submitted as required.

Plan shall be delivered via email and CD to requiring offices.

BLOCK 8: G30/C15

*MDA/DACT – CDRL Cover Letter and approval receipt if BLOCK 8 is marked as "A". The contractor's configuration management plan shall encompass both hardware and software deliverables.
## CONTRACT DATA REQUIREMENTS LIST (CDRL)

**Section J, Attachment #8**

<table>
<thead>
<tr>
<th>Data Item</th>
<th>Frequency</th>
<th>Date of First Submission</th>
<th>Distribution</th>
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**Contractor**

Contractor format is acceptable but plan should be generated in accordance with Missile Defense Agency Assurance Provisions and the Missile Defense Agency and have concurrence with MDA QS-TC.

Subsequent submissions will be submitted as required.

Plan shall be delivered via email and CD to requiring office.

**BLOCK 8: G20/C29**

*MDA/DACT – CDRL, Cover Letter and approval receipt if BLOCK 8 is marked as "A".*
### CONTRACT DATA REQUIREMENTS LIST (CDRL)

#### A. CONTRACT LINE ITEM NO.
- 0001, 0002, 0102

#### B. SYSTEM/ITEM
- Targets & Countermeasures

#### C. CATEGORY:
- IDP
- TM
- OTHER

#### D. AUTHORITY
- DI-MGM-80004/A/T, Oct 2006

#### E. CONTRACT/PR NO.
- HQ0147-14-C-0001

#### F. CONTRACTOR
- L-3 Coleman Aerospace

#### 1. DATA ITEM NO.
- B027

#### 2. TITLE OF DATA ITEM
- Management Plan

#### 3. SUBTITLE
- Quality Assurance Plan

#### 4. AUTHORITIE
- (Data Acquisition Document No.)

#### 5. CONTRACT REFERENCE
- MDA/TCQ

#### 6. REQUIRING OFFICE
- MDA/DAC

#### 7. DD 250 Req
- LT

#### 8. APP CODE
- A

#### 9. DIST STATEMENT
- F

#### 10. FREQUENCY
- ONE/R

#### 11. AS OF DATE
- N/A

#### 12. DATE OF FIRST SUBMISSION
- 5D/AC

#### 13. DATE OF SUBSEQUENT SUBMISSION
- Annually

#### 14. DISTRIBUTION
- a. ADDRESSER
- b. COPIES
  - Draft
  - Final
  - Reg
  - Repro
  - MDA/DAC
  - 1
  - MDA/TCQ
  - 1
  - 1

---

All submissions shall be submitted to the Government electronically and accessible by authorized MDA addressers.

Contractor format is acceptable but plan should be generated in accordance with Missile Defense Agency Assurance Provisions and the Missile Defense Agency and have concurrence with MDA/TCQ where applicable.

*MDA/DAC - CDRL, Cover Letter and approval receipt if BLOCK 8 is marked as "A".

Annex G Quality Assurance

AS9100 and MDA-QS-001-MAP, MDA Assurance Provisions Applicability: Reference document MDA-QS-001-MAP, MDA Assurance Provisions (MAP) paragraph 3.12 and 3.3.1 for a description of expectations for this item. The plan must also address:

- a. Repair, refurbishment and modification standards and procedures (MAP 3.1.16)
- b. Quality program plan Test Plans, and Reports (MAP 3.7.3.1)
- c. Product Test and Inspection Plan (MAP 3.12.3)
- d. Alternate Standards (MAP 3.12.4.3)
- e. Process Qualification Documentation (MAP 3.12.6.1)
- f. Software Quality Plan (MAP 3.3.3.1)
- g. Process Failure Modes and Effects Analysis (MAP 3.5.12)
- h. TC Supplier Management (MAP 3.13)

Block 8: Government review and approval (or disapproval) and comments will be provided within 30 days after receipt of each submittal unless otherwise specified. If the Government provides any comments, submit an update incorporating Government comments within 30 days after receipt of Governments comments unless otherwise specified.

Blocks 10, 12, and 13: QA Plan will be draft within 45 days of contract award. Updated annually or as required.

---

DD FORM 1423-1, FEB 2001

PREVIOUS EDITION MAY BE USED

Page 1 of 1 Pages
<table>
<thead>
<tr>
<th>A. CONTRACT LINE ITEM NO.</th>
<th>B. EXHIBIT</th>
<th>C. CATEGORY</th>
<th>D. SYSTEM/ITEM</th>
<th>E. CONTRACT/PR NO.</th>
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<td>OTHER</td>
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<td>L-3 Coleman Aerospace</td>
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</table>

**Requirement 1**
Contractor format is acceptable but plan shall have MDA/QS-TC concurrence.

**Requirement 2**
Subsequent submissions will be submitted as required.

**Requirement 3**
Plan shall be delivered via email and CD to requiring office.

**BLOCK 8: G20/C20**
*MDA/DAC – CDRL, Cover Letter and approval receipt if BLOCK 8 is marked as “A”.*
### Contract Data Requirements List (CDRL)

#### Data Item

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#### Frequency

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#### As of Date

<table>
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</table>

**Requirement 1**

Contractor format is acceptable and required if there are findings during implementation of audit program. Format should include at a minimum audit finding, root cause, corrective action and estimated completion of corrective action.

**Requirement 2**

The contractor shall describe their approach for flowing down audit finding metric requirements to subcontractors when applicable.

Blocks 10-13 TC Audit Finding Metric shall be submitted to MDA/QS thirty Days after Audit completion via email.

**BLOCK 8: G20/C20**

*MADA/DAC - CDRL, Cover Letter and approval receipt if BLOCK 8 is marked as “A”.*
<table>
<thead>
<tr>
<th>A. CONTRACT LINE ITEM NO.</th>
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4. AUTHORITY (Data Acquisition Document No.)
- MDA-QS-001-MAP-REV A, change 1

5. CONTRACT REFERENCE
- MDA/QS-TC

7. DD 250 REQ
- LT

8. APP CODE
- A

10. FREQUENCY
- ASREQ

11. AS OF DATE
- See Block

12. DATE OF FIRST SUBMISSION
- 60DAC

13. DATE OF SUBSEQUENT SUBMISSION
- See Block 16

16. Requirement 1
Contractor format is acceptable but plan shall have MDA/QS-TC concurrence.

Requirement 2
- Subsequent submissions will be submitted as required.

Requirement 3
- Plan shall be delivered via email and CD to requiring office.

BLOCK 8: G20/C20
- *MDA/DAC* - CDRL. Cover Letter and approval receipt if BLOCK 8 is marked as "A".
- MDA/QS-TC
- MDA/TCE

15. TOTAL
- 7

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

MDA/QS-TC

MDA/TCE

MDA/DAC*
MRBM Target HQ0147-14-C-0001
Section J, Attachment #8

### CONTRACT DATA REQUIREMENTS LIST (CDRL)

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<td>45DAC</td>
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<td>See Block</td>
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**Contractor format is acceptable but metric should be generated in accordance with Missile Defense Agency Assurance Provisions and the Missile Defense Agency and have concurrence with MDA/QS-TC.**

Subsequent submissions will be submitted as required.

Plan shall be delivered via email and CD to requiring office:

**BLOCK 8: G20/C20**

*MDA/DACT – CDRL, Cover Letter and approval receipt if BLOCK 8 is marked as “A”.*
The Contractor shall create a Hazardous Materials Management Plan to eliminate or reduce the use of hazardous materials in processes and products and the tracking, storing, handling, packaging, transporting and disposing of such material.

LOCK 4

Contractor format is acceptable.

Plan shall be delivered via email and CD to requiring office.

BLOCK 8: G30/C30

* MDA/DACT - CDRL Cover Letter and approval receipt if BLOCK 8 is marked as "A".
### CONTRACT DATA REQUIREMENTS LIST

**Form Approved**

OMB No. 0704-0188

<table>
<thead>
<tr>
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**RESERVED**

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15 TOTAL
### CONTRACT DATA REQUIREMENTS LIST

**Form Approved**  
OMB No. 0704-0188

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**D. SYSTEM/ITEM**  
**Targets & Countermeasures**

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**1. DATA ITEM NO:**  
**B034** REPORT

**2. TITLE OF DATA ITEM:** SMALL BUSINESS PARTICIPATION

**3. SUBTITLE:**

**4. AUTHORITY (Data Acquisition)**

**Document No.:** DI-MGMT-81642

**5. CONTRACT REFERENCE:**

**6. REQUIRING OFFICE:** MDA/SB

**7. DEQ/REQ:** F

**8. DIST STATEMENT:** SEE BLOCK 16

**9. FREQUENCY:** SEE BLOCK 16

**10. DATE OF FIRST SUBMISSION:**

**11. DATE OF SUBSEQUENT SUBMISSION:**

**12. DISTRIBUTION:**

**13. ADDRESS:**

**14. CPFRS**

**15. PRICE GROUP**

**16. REMARKS**

**BLOCK 4:**

- Report actual achievements, benefits, current status and plans related to proposed initiatives; and progress on other small business utilization pledges including efforts to:
  1. Expand the pool of qualified small businesses to reap the benefits of increased competition for production of components and piece parts in MDA acquired systems.
  2. Engage small businesses to serve as second sources in order to mitigate the risks of single point failures in the supply chain and increase the quality of supplies and services.
  3. Leverage investments in the MDA Small Business Innovative Research / Small Business Technology Transition programs to transition appropriate technologies into operational or planned systems.

**BLOCK 10, 11, 12 & 13:**

The report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. Reports are due 30 days after the close of each reporting period.

*MDA/DACT—CDRL Cover Letter and approval receipt if BLOCK 8 is marked as “A”.

**PARSED BY:** (b)(6)  
**H. DATE:** 4/6/2012  
**I. APPROVED BY:** (b)(6)
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<th>CONTRACT DATA REQUIREMENTS LIST (1 Data Item)</th>
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<td>BLOCK 4: Contractor format is acceptable but includes items as delineated below.</td>
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<td>Submittal shall be electronic.</td>
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<tr>
<td>INTRODUCTION:</td>
</tr>
<tr>
<td>A. Purpose</td>
</tr>
<tr>
<td>B. General description of product/target mission, range and supported mission(s)</td>
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| BLOCK 10: |
| Subsequent submission 30 days prior to CDR |

| BLOCK 12: |
| Submit initial submission with proposal |

| BLOCK 8: |
| G30/C30 |

| BLOCK 12: |
| Submit initial submission with proposal |

| BLOCK 10: |
| Subsequent submission 30 days prior to CDR |

| SUPPORT PLANNING: |
| Contractor approach to handling GPP/GFE and meeting GPP database requirements. |
| Contractor approach for identifying facility requirements (e.g., contractor & range requirements, missile assembly, and storage to include ordnance, classified, and other special requirements). |
| Transportation: Contractor approach for movement of material, including retrograde movement. Define division of responsibilities. |
| Packaging/Handling - The contractor's approach for packaging, handling of assets to include classified/unclassified, ordnance, hazardous material, etc. |
| Supply Support: Contractor approach for replacement / spare parts, with identification of critical long-lead items and planning factors. |
| Maintenance/Sustainment: Contractor approach for maintaining and servicing materiel through product life cycle Schedule for preventive maintenance checks and services (PMCS) for equipment. This should address missile system hardware, GSE and handling equipment. |
| Contractor approach for processing documentation (e.g., air certification data worksheets, UDS, DD form 1149, DD form 1348, DD form 250, Shipper's Declaration for Dangerous Goods, IHCs, CAAs), and list of documentation. |

| * MDA/DACT*—CDRL. Cover Letter and approval receipt if BLOCK 8 is marked as “A”. |

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**MRBM Target HQ0147-14-C-0001**

**Section J, Attachment #8**

### CONTRACT DATA REQUIREMENTS LIST

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that not submitting any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/FW No. insert in Block 3.

<table>
<thead>
<tr>
<th>A CONTRACT LINE ITEM NO.</th>
<th>B EXHIBIT</th>
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**Remarks**

BLK 10, 12 - One time delivery of storage data logs from the contractor at end of contract if a target is delivered to the government from storage.

* MDA/DACT - CDRL, Cover Letter and approval receipt if BLOCK 8 is marked as "A".

<table>
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<th>I APPROVED BY</th>
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### Targets & Countermeasures

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### Government Property Physical Inventory

**COUNT AND CUSTODIAL BALANCE REPORT**

**FINAL GOVERNMENT PROPERTY INVENTORY REPORT**

### Authority (Data Acquirer)

**SEE BLOCK 16**

**PWS PARA**

**SEE BLOCK 16**

**SEE BLOCK 16**

### REMARKS

Block 4: Use DI-MGMT-80441 Sep 1987 for reference only, format shall be in electronic .xls or .xlsx compatible format with columns A through S labeled - MDA Contract Number, CAGE Code, Asset Id, Item Description, NSN or MCN (if applicable), Serial Number (if applicable), Quantity, Acquisition Date, Acquisition Cost, Location, Sub Location, Manufacturer Name, Manufacturer Part Number (if applicable), Model Number (if applicable), Unique Item Identifier (if applicable), Category Code (if applicable), Status Code (if applicable), Custodian Number (if applicable) and Disposition Recommendation (if applicable). The final Government property inventory report shall be submitted in accordance with the remarks below:

Within 30 days of completion of the final physical inventory of all Government Property (Government Furnished Property and Contractor Acquired Property), unless waived by the Government Property Administrator, the final Government property physical inventory report shall be submitted in electronic format as stated above to the MDA Accountable Property Officer and respective MDA Program Office/Organization (Functional Management/Program Element). The final Government physical inventory report shall be accompanied by a written document which is signed by the Contractor's Property Administrator.

Blocks 11, 12, and 13: Submissions shall be:

a. First submission no later than 30 days after completion of the final Government property physical inventory.

b. Final update within 30 days after receipt of Government comments.
**CONTRACT DATA REQUIREMENTS LIST**

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**Block 4:** Use DJ-MGMT-89441 Sep 1987 for reference only, format shall be in electronic .xls or .xlsx compatible format with columns A through R labeled - MDA Contract Number, CAGE Code, Asset Id, Item Description, NSN or MCN (if applicable), Serial Number (if applicable), Quantity, Acquisition Date, Acquisition Cost, Location, Sub Location, Manufacturer Name, Manufacturer Part Number (if applicable), Model Number (if applicable), Unique Item Identifier (if applicable), Category Code (if applicable), Status Code (if applicable), and Custodian Number (if applicable). The Physical Inventory Schedule and Reports for Government Furnished Property (GFP) shall be submitted in accordance with the remarks below:

The Contractor shall electronically provide the physical inventory schedule, and any updates, to the MDA Accountable Property Officer and respective MDA Program Office/Organization (Functional Management/Program Element).

Within 30 days of completion of the Contractor's periodic inventory of GFP in accordance with the Contractor's approved Property Management System, the physical inventory reports shall be delivered in electronic format as stated above to the MDA Accountable Property Officer and respective MDA Program Office/Organization (Functional Management/Program Element). All physical inventory reports shall be accompanied by a written document which is signed by the Contractor's Property Administrator. When additional items/quantities are identified beyond the accountable record during the physical inventory, the Contractor shall provide supporting documentation (i.e. Invoice, Receipt and/or DD Form 1149) to the MDA Accountable Property Officer to establish Government ownership and valuation.

Blocks 10, 11, and 12: Initial submission of the Contractor's inventory schedule due 90 days after contract award. Initial submission of the physical inventory reports due within 30 days after completion of the Contractor's periodic inventory.

Block 13: Subsequent submissions of the physical inventory reports due within 30 days after completion of the Contractor's periodic inventory IAW the Contractor's inventory schedule.

**Form Approved**

OMB No. 0704-0188
SECTION 4.0

One-Time (OT) Data Item Descriptions
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### Section J, Attachment #8

#### 1. TITLE
MAP and On Time Delivery Metrics

#### 2. IDENTIFICATION NUMBER
01-MAP-090721

#### 3. DESCRIPTION/PURPOSE
MAP Core Metrics provide uniform quality performance data on hardware and software performance for major MDA programs.

#### 4. APPROVAL DATE (VANDER)

#### 5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)

#### 6. DTIC APPLICABLE

#### 7. GIDEAP APPLICABLE

#### 7.1 APPLICATION/INTEGRATION/RELATIONSHIP
This DID contains the format and content preparation instructions for the data products generated by specific task requirements delineated in the contract.

#### 7.2 This DID may be used on any type contract where a vehicle for control and processing of specific quality metrics is needed.

#### 8. APPROVAL LIMITATION

#### 9. APPLICABLE FORMS

#### 10. AWNC NUMBER

#### 11. PREPARATION INSTRUCTIONS
**Format**

The reporting tool is the MDA MAP ON TIME DELIVERY Metrics Reporting Tool-2x.pdf. This tool is used for automated data entry into the MAP and MARC databases and changes to the tool are not authorized without prior written approval of MDA/QS.

**Content**

Each of the MAP Metrics has multiple primary data elements which generate one or more overall results describing the performance of specific tasks. MAP hardware metric 3.1.3.1.6 and software metric 3.1.3.1.8.d are no longer required. The reporting tool contains Hardware and Software specific versions of MAP Metric 3.1.3.1.4 and an On Time Delivery form for reporting critical item deliveries monthly.

**Each metric requires the entry of common data in the heading.** These include:

- **Date:** Month and Year being reported
- **Program:** MDA designation of the reporting organization
- **Component:** Optional entry for data specific to a component of an MDA Program, e.g., THAAD Missile, GMD IMU, etc. Each component should be entered on a separate page.
- **Subcomponent:** Optional entry for data specific to a subcomponent of a listed component. Each subcomponent should be entered on a separate page.
- **Hardware/Software:** For all MAP metrics listed in this DID, select Hardware or Software, as applicable, from the drop down menu.
- **Build:** Optional entry for data specific to only one unit of a completely specified Program, Component or Subcomponent.
- **Contractor:** Enter the Contractor responsible for the data being reported from the drop-down menu.

**MAP Metric 3.1.3.1.1 Nonconformance Report Summary**
NC Summaries will be prepared monthly for electronic delivery to MDA/QS using the on-line reporting tool.

Definitions applicable to the NC Reporting Process:

- Nonconformance or Deficiency - Any deviation from a requirement specified in released engineering or manufacturing documentation or contract requirements.
- NC Closure - No further action is required to eliminate the reported deviation.
- Preventive Action - Actions taken to prevent recurrence of the reported defect and/or to screen defects which may have occurred in similar material.
- Corrective Action - Actions taken to correct the documented defect.
- Rework - Actions taken to bring a defective item into full compliance with all applicable requirements.
- Repair - Actions taken to return a defective item to useable condition, but not necessarily into full compliance with all applicable requirements.

NC form instructions:

- Nonconformance reports are required for any observed deviation from requirements contained in released engineering and manufacturing documentation. Supplier formats may be used as long as the following minimum data is available on each NC report:
  - Document number
  - Date initiated
  - Part number of deficient part and highest level assembly affected
  - Description of deficiency, including a reference to the applicable requirement
  - Disposition information, including Preliminary Material Review Board, Material Review Board and Failure Review Board actions taken to determine and implement required preventive and corrective action.
  - Closure information, including Rework and Repair (standard and non-standard) instructions, Return to Vendor, Scrap, and Use As Is decisions.

Specific data required to complete the reporting tool for this metric include:

- Total NCs reported as Open (pending action) during the previous reporting period
- Number of New NCs opened during the reporting period
- Number of NCs closed by PMRB action, MRB action and FRB action during reporting period
- Number of open NCs pending closure by PMRB, MRB and FRB at end of reporting period
- Number of open NCs in 30 day increments (0-30, 31-60, 61-90 and >90 days) at the end of the reporting period
- Total number of open NCs at the end of the reporting period (This metric is calculated twice in the form. Both totals should match.)

The first NC Summary Report will treat legacy information as new data and a starting position will be included in the Comments block for this first NC Report Summary only.

**MAP Metric 3.1.3.1.2 Waivers and Deviations**

Type I waivers or deviations are defined as those affecting performance, durability, interchangeability, systems interface, health or safety. All others are Type II waivers or deviations.

The specific data required to complete the reporting tool for this metric includes:

- Total count of Type I waivers submitted to the MDA PCB for approval during reporting period
- Total count of Type I waivers approved by the MDA PCB during reporting period
- Average cycle time for approval of Type I Waivers during reporting period
- Total count of Type II waivers submitted during reporting period
- Total count of Type II waivers approved during reporting period
- Total count of Type I deviations submitted to the MDA CCB for approval during reporting period
- Total count of Type I deviations approved by the MDA PCB during reporting period
- Average cycle time for approval of Type I Deviations during reporting period
- Total count of Type II deviations submitted during reporting period
- Total count of Type II deviations approved during reporting period

**MAP Metric 3.1.3.1.3 Change Requests**

Class I and II Change Requests are defined in MAP paragraph 3.10.3.1.2.

The specific data required to complete the reporting tool for this metric includes:

- Total count of Class I Change Requests submitted to the MDA PCB during reporting period
- Total count of Class I Change Requests approved by the MDA PCB during reporting period
- Average Cycle time for Class I Change Request approvals during reporting period
- Total count of Class II Change Requests submitted during reporting period
- Total count of Class II Change Requests approved during reporting period
- Average Cycle time for Class II Change Request approvals during reporting period

**MAP Metric 3.1.3.1.4a Hardware Design Escapes**

Design escapes include failures and defects found through analysis attributed to design.

The specific data required to complete the reporting tool for this metric includes:

- Number of design escapes detected during the reporting period
- Location design escape was located: Supplier facility, level of assembly, inspection or test
- Disposition of design escape (Corrective and Preventive Action)

**MAP Software Metric 3.1.3.1.4b Software Design Escapes**

The specific data required to complete the reporting tool for this metric include:

- Current Phase - selected from the drop-down menu
- Number of software requirements
- Development Completed? Select Yes or No from the drop-down menu.
- Percentage of design escapes detected in-phase
- For each completed or partially completed phase listed on the form, enter the number of defects found during the phase which originated during the phase. Also enter the number of defects detected which were determined by analysis to have originated in any earlier phase.
- All other data for this metric on this form is automatically calculated. Enter any comments applicable to this metric in the supplied space.

**MAP Metric 3.1.3.1.5 Foreign Object Elimination**

Foreign Object Damage and Debris (FOD) incidents are to be reported monthly.

The specific data required to complete the reporting tool for this metric include:

- Total number of FOD related incidents (damage and debris)
- Total number of FOD related incidents resulting in scrap, rework, or repair
**MAP Metric 3.1.3.1.7 Program Quality Staffing**

The specific data required to complete the reporting tool for this metric include:

- The number of planned quality personnel during the reporting period
- The number of on-board quality personnel during the reporting period

**MAP Software Metric 3.1.3.1.8a Earned Value Work Performed (Schedule Performance Index (SPI)) and MAP Software Metric 3.1.3.1.8b Earned Value Costs (Cost Performance Index (CPI))**

The specific data required to complete the reporting tool for this metric include:

- Work Breakdown Structure (WBS) Number for each active software component during the reporting period
- Budgeted Cost of Work Performed (BCWP)
- Budgeted Cost of Work Scheduled (BCWS)
- Actual Cost of Work Performed (ACWP)

**MAP Software Metric 3.1.3.1.8c Staffing Adequacy (SA)**

The specific data required to complete the reporting tool for this metric include:

- Actual number of staff through the end of the reporting period
- Planned number of staff through the end of the reporting period
- Number of staff categorized by seniority who have left the software team during the reporting period

**MAP Software Metric 3.1.3.1.8d Software Requirements Index (SRI)**

The specific data required to complete the reporting tool for this metric include:

- The current phase of the program selected from the drop-down menu
- For the selected phase only
  - Number of Requirements Allocated to Software
  - New Requirements
  - Modified Requirements
  - Deleted Requirements
  - Slipped Requirements
  - Total requirements (N+M+D+S) in Previous Reporting Period

**MAP Software Metric 3.1.3.1.8e Software Test Coverage**

The specific data required to complete the reporting tool for this metric include:

- Software tests scheduled through the end of the reporting period
- Software tests completed through the end of the reporting period
- Software tests passed through the end of the reporting period
- Number of software requirements covered by tests during reporting period

**MAP Software Metric 3.1.3.1.8f Source Lines of Code (SLOC)**
The specific data required to complete the reporting tool for this metric include:

- Current Life Cycle Phase selected from the drop-down menu
- Estimated number of source lines of code to be delivered at completion
- Actual number of source lines of code developed during reporting period

**MAP Software Metric 3.1.3.1.8 h  Defect History**

The specific data required to complete the reporting tool for this metric include:

- Number of defects opened in the developed software during the reported period by criticality (Category 1, 2, 3 and 4&5)
- Number of defects closed in the developed software during the reported period by criticality (Category 1, 2, 3 and 4&5)

**MAP Software Metric 3.1.3.1.8 j  Defect Density**

The specific data required to complete the reporting tool for this metric include:

- Cumulative number of defects discovered by criticality (Category 1, 2, 3 and 4&5)
- Source Lines of Code developed to date

**On Time Delivery Metric**

a. Definitions.

- Critical Items are identified by each Program's Critical Item List, IMS and/or Line of balance report. Critical Items may include hardware, software, CDRL items or any combination.
- Scheduled Delivery Date is the Program Need Date at the beginning of the reporting month for each critical item to be delivered during that month. For the purpose of this report, scheduled delivery dates do not change during the month.
- On time, or early, delivery is defined as on, or before, the existing Program Need Date at the beginning of each month. On time, or early, only applies to critical item deliveries scheduled at the start of the reporting month.

b. Form instructions.

- For each unique combination of Supplier, Location, and Program with scheduled critical item deliveries in a month use one row of the input form. Multiple critical item deliveries from the same Supplier/Location/Program combination may be combined on one row. Enter data for Tier 1, 2 and 3 suppliers only. Data may optionally be reported at the Component level.
- Unscheduled critical item deliveries are not to be included in the current report. If a critical item is delivered before its scheduled need date, it may no longer qualify as a critical item. If it remains on the critical list after delivery for some reason, it may be counted as on time during the scheduled month, but not during the delivered month.
- If a delivery is late to the Program Need Date, but received during the current month, it is the Program's option to count it as on time, or late depending on the Program's impact assessment of the late delivery. Any planned delivery rescheduled to a new month, will be counted as late during the current month.

Questions about the required content for the reporting tool should be addressed to MDA/QS.
SECTION 5.0

MIL-DTL-31000C

TDP OPTION SELECTION WORKSHEET
DEVELOPMENTAL DESIGN DRAWINGS AND ASSOCIATED LISTS

TDP OPTION SELECTION WORKSHEET
DEVELOPMENTAL DESIGN SOLID MODELS
**MRBM Target HQ0147-14-C-0001**  
Section J, Attachment #8  
FROM MIL-DTL-31000C

### IDP OPTION SELECTION WORKSHEET  
DEVELOPMENTAL DESIGN DRAWINGS AND ASSOCIATED LISTS

<table>
<thead>
<tr>
<th>A. CONTRACT NO.</th>
<th>B. EXHIBIT/ATTACHMENT NO.</th>
<th>C. CLIN</th>
<th>D. CDRL DATA ITEM NO.</th>
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<td>HQ0147-14-C-0001</td>
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<td>DI-SESS-81002D</td>
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#### 1. DELIVERABLE PRODUCT (and complete X as applicable)

- a. ORIGINALS (Specify current design activity’s full size reproducible drawing or digital data file(s) on which is kept the revision record recognized as official) (Identify specification, type, grade and class, etc.)
- b. REPRODUCTIONS (Identify specifications, type, grade and class, etc., and quantity of each)
- c. DIGITAL DATA (Identify specification, exchange media, etc. and specify original (master) or copy)

#### 2. CAGE CODE AND DOCUMENT NUMBERS (X one)

- a. CONTRACTOR
- b. GOVERNMENT (Complete (1) and (2) or (3))

<table>
<thead>
<tr>
<th>(1) Use CAGE Code</th>
<th>(2) Use Document Numbers</th>
<th>(3) To Be Assigned By</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### 3. DRAWING FORMATS AND DRAWING FORMS (X one and complete as applicable)

- a. CONTRACTOR FORMATS. Forms to be supplied by contractor.
- b. GOVERNMENT FORMATS. Forms to be supplied by contractor.  
  Samples supplied by (Specify).
- c. GOVERNMENT FORMATS. Forms to be supplied as Government Furnished Material by (Specify)

#### 4. TYPES OF DRAWINGS SELECTION (X one)

- a. CONTRACTOR SELECTS
- b. GOVERNMENT SELECTS (Specify in Item 8)

#### 5. ASSOCIATED LISTS (X and complete as applicable)

- a. PARTS LISTS (X one) (1) Integral (2) Separate X (3) Contractor’s Option
- b. DATA LISTS (X one) (1) Not Required X (2) Required (Specify levels of assembly) 3RD
- c. INDEX LISTS (X one) X (1) Not Required (2) Required (Specify levels of assembly)
- d. WIRING LISTS (X one) (1) Not Required X (2) Required (Specify levels of assembly) 2ND
- e. INDENTURED DATA LISTS (X one) X (1) Not Required (2) Required (Specify levels of assembly)
- f. APPLICATION LISTS (X one) X (1) Not Required (2) Required (Specify levels of assembly)

#### 6. DETAILS (X one)

- a. MULTIDETAIL DRAWINGS PERMITTED
- b. MONODETAIL DRAWINGS MANDATORY

#### 7. APPLICABILITY OF STANDARDS

The following Standards apply (X as applicable)

- a. ASME Y14.100, ENGINEERING DRAWING PRACTICES (COMMERCIAL)
- b. ASME Y14.100, WITH APPENDICES
- c. ASME Y14.34 ASSOCIATED LISTS
- d. EXISTING STANDARDS DO NOT APPLY

#### 8. OTHER TAILORING  
(Attach additional sheets as necessary)

---

DRAWING - Option Selection Worksheet-Developmental Design Drawings and Associated Lists
### MRBM Target HQ0147-14-C-0001
### Section J, Attachment #8

**FROM MIL-DTL-31000C**

**TOP OPTION SELECTION WORKSHEET DEVELOPMENTAL DESIGN SOLID MODELS**

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<thead>
<tr>
<th>A CONTRACT NO</th>
<th>B EXHIBIT/ATTACHMENT NO</th>
<th>C CLIN</th>
<th>D CORR DATA ITEM NO</th>
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<tbody>
<tr>
<td>HQ0147-14-C-0001</td>
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<td></td>
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1. **DELIVERABLE PRODUCT (and complete X as applicable)**
   - a. 3-DIMENSIONAL SOLID MODELS (Specify format(s) (Native CAD, STEP, AP, IGES, etc.)
   - b. 3-D SOLID MODELS ASSOCIATED DRAWINGS (If 3-D drawings based on 3-D solid models are required, indicate here and fill out TOPOPTION SELECTION WORKSHEET DEVELOPMENTAL DESIGN DRAWINGS AND ASSOCIATED LIST (FIGURE: 31)

2. **CAGE CODE AND DOCUMENT NUMBERS (X ONE)**
   - a. CONTRACTOR
   - b. GOVERNMENT (Complete (1) and (2) or (3)

   (1) Use CAGE Code
   (2) Use Document Numbers
   (3) To Be Assigned By

3. **3-D SOLID MODEL REQUIREMENTS (X one and complete as applicable)**
   - a. CONTRACTOR FORMAT Models built to contractor requirements
   - b. GOVERNMENT FORMAT 3-D solid models built to government requirements and formats

   (Specify government modeling applicable specifications or SOW paragraphs)

4. **APPLICABILITY OF STANDARDS (Apply an X as Applicable)**
   - b. Existing Standards Do Not Apply

5. **OTHER TAILORING (Attach additional sheets as necessary)**

---

MODEL - Option Selection Worksheet-Developmental Design Solid Models
SECTION 6.0
CSDR Plan
Pages 827 – 833

Withheld in Full

Under Exemption (b)(5)
CSDR Plan
MRBM T1/T2 – Item 14

14. CSDR SUBMISSION DATES

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<th>a. SUBMISSION</th>
<th>b. FORM(S)</th>
<th>c. EVENT</th>
<th>d. AS OF DATE (YYYYMMDD)</th>
<th>e. DUE DATE (YYYYMMDD)</th>
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<td>1921 Initial Report, SRDR Initial Developer Report</td>
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<td>20121231</td>
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<td>Annual Submission - CY2013</td>
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<td>1921 Final Report</td>
<td>90 Days after end of Contract</td>
<td>TBD</td>
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15. REMARKS
Medium Range Ballistic Missile Targets

Attachment 9 – Acceptance Criteria
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<th>CLIN</th>
<th>Type</th>
<th>Description</th>
<th>Evidence of Completion</th>
<th>Acceptance Criteria</th>
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<tbody>
<tr>
<td>0001</td>
<td>CPIF</td>
<td>Launch Vehicle NRE (BASE)</td>
<td>CDRL B004 (Review Data Packages)</td>
<td>Evidence of completion of this CLIN will be by the Government Chair's authorization to exit the Target Acceptance Review (TAR) milestone review.</td>
</tr>
<tr>
<td>0002/0102</td>
<td>FPIF</td>
<td>MRBM Basic Launch Vehicle Recurring (BASE)/MRBM Basic Launch Vehicle Recurring (OPTION)</td>
<td>CDRL A002 (Acceptance Data Package), CDRL B002 (Systems Acceptance and Turnover Plan), CDRL B004 (Review Data Packages)</td>
<td>Evidence of completion of this CLIN will be by the Government's authorization to exit the Target Acceptance Review (TAR) milestone review and the TC Contracting Officer's Representative (COR) signature on a DD Form 250.</td>
</tr>
<tr>
<td>0001/0103</td>
<td>CPIF</td>
<td>Kit(s) NRE (OPTION/OPTION)</td>
<td>CDRL B004 (Review Data Packages)</td>
<td>Evidence of completion of this CLIN will be by the Government Chair's authorization to exit the Pre-Ship Readiness review (PSRR) milestone review.</td>
</tr>
<tr>
<td>0004/0104</td>
<td>FPIF</td>
<td>Kit(s) Recurring (OPTION/OPTION)</td>
<td>CDRL A002 (Acceptance Data Package) and CDRL B002 (Systems Acceptance and Turnover Plan)</td>
<td>Evidence of completion of this CLIN will be by the Government's authorization to exit the Product Acceptance Review (PAR) or Pre-Ship Readiness review (PSRR) milestone review and the TC Contracting Officer's Representative (COR) signature on a DD Form 250.</td>
</tr>
<tr>
<td>0006/0105</td>
<td>CPFF</td>
<td>ILS (BASE)/ILS (OPTION)</td>
<td>CDRL D003 ILS Plan Certificate of Conformance</td>
<td>Evidence of completion of this CLIN will be completion of ILS activities (AW CDRL D001) (ILS Plans). Inspection and acceptance will be based upon the Certificate of Conformance submitted by the contractor at the conclusion of the period of performance and then subsequently approved by the TC COR.</td>
</tr>
<tr>
<td>0006/0106</td>
<td>CPFF</td>
<td>ILS Surge Hours (OPTION/OPTION)</td>
<td>CDRL D003 ILS Plan Certificate of Conformance</td>
<td>Evidence of completion of this CLIN will be completion of ILS activities (AW CDRL D001) (ILS Plans). Inspection and acceptance will be based upon the Certificate of Conformance submitted by the contractor at the conclusion of the period of performance and then subsequently approved by the TC COR.</td>
</tr>
<tr>
<td>0007/0107</td>
<td>FPFF</td>
<td>Pre-Mission Analysis (OPTION/OPTION)</td>
<td>CDRL B004 Review Data Packages, A005 Scientific and Technical Reports, A016 Scientific and Technical Reports, A023 Test/Inspection Report</td>
<td>Evidence of completion of this CLIN will be by the Government's authorization to exit the MOA Launch Readiness Review (LRR) milestone review.</td>
</tr>
<tr>
<td>0008/0108</td>
<td>CPIF</td>
<td>Post-Mission Analysis (OPTION/OPTION)</td>
<td>CDRL A005 Flight Test Report</td>
<td>Evidence of completion of this CLIN will be by DT Chief Engineer approval of CDRL A005 Flight Test Report.</td>
</tr>
<tr>
<td>0009/0109</td>
<td>FPFF</td>
<td>Air Target Launch Prep (OPTION/OPTION)</td>
<td>CDRL B004 (Review Data Packages)</td>
<td>Evidence of completion of this CLIN will be by the Government Chair's authorization to exit the Pre-Ship Readiness Review (PSRR) milestone review.</td>
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<tr>
<td>0110</td>
<td>FPFF</td>
<td>Ground Target Launch Prep (OPTION/OPTION)</td>
<td>CDRL B004 (Review Data Packages)</td>
<td>Evidence of completion of this CLIN will be by the Government Chair's authorization to exit the Pre-Ship Readiness Review (PSRR) milestone review.</td>
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<tr>
<td>0111</td>
<td>FPFF</td>
<td>Air Target Launch Execution (OPTION/OPTION)</td>
<td>Certificate of Conformance</td>
<td>Inspection and Acceptance shall occur upon successful completion of launch execution activities, including target flight and retrograde. Inspection and acceptance will be based upon the Certificate of Conformance submitted by the contractor at the conclusion of the period of performance and then subsequently approved by the Contracting Officer's Representative (COR).</td>
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### Acceptance Criteria

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<th>Inspection and Acceptance Criteria</th>
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<td>0012/0112</td>
<td>FPIF Ground Target Launch Execution (OPTION/OPTION)</td>
<td>Inspection and Acceptance shall occur upon successful completion of launch execution activities, including target flight and retrograde. Inspection and acceptance will be based upon the Certificate of Conformance submitted by the contractor at the conclusion of the period of performance and then subsequently approved by the Contracting Officer’s Representative (COR).</td>
</tr>
<tr>
<td>0013/0113</td>
<td>FPIF LOE BMDS Engineering Services (BASE)/BMDS Engineering Services (OPTION)</td>
<td>Inspection and Acceptance shall occur upon delivery of Engineering Services as described in the Task instructions and revisions to instructions issued by the Contracting Officer, and as evidenced by a Certificate of Conformance submitted by the contractor at the conclusion of the period of performance and then subsequently approved by the TC COR.</td>
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<tr>
<td>0014/0114</td>
<td>COST Other Direct Cost (BASE)/Other Direct Cost (OPTION)</td>
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<tr>
<td>0015/0115</td>
<td>Data (BASE)/Data (OPTION)</td>
<td>IAW individual CDRL approval codes and IAW block 8 of the DD Form 1423-1</td>
</tr>
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</table>
Medium Range Ballistic Missile Targets

Attachment 10 – Contract Work Breakdown Structure (CWBS)

L-3 Coleman Aerospace

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Pages 839 – 1000

Withheld in Full

Under Exemption (b)(4)
Medium Range Ballistic Missile Targets

Attachment 11 – CLIN Pricing Tables
Table L-12 (CLINs 0003 & 0103)
Pages 1003 – 1225

Withheld in Full

Under Exemption (b)(4)
Medium Range Ballistic Missile Targets

Attachment 12 – Option Exercise Tables

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Task Instructions (TI) for BMDS Engineering Services CLIN (CLIN 0013/0113).

a. The Task Instruction Procedures shall apply to CLIN 0013/0113. The contractor shall incur costs under these CLINs only in the performance of Task Instructions and revisions to instructions issued by the Contracting Officer. No other costs are authorized without the express written consent of the Contracting Officer. Only MDA Contracting Officers are authorized to issue Task Instructions under CLIN 0013/0113. All Task Instructions are subject to the terms and conditions of this contract: in the event of a conflict between a Task Instruction and this contract, the contract shall prevail. A completion type Task Instruction shall be considered complete when the completion criteria set forth in the Government Approved Task Plan is completed.

b. Section B sets forth the estimated cost and fixed fee for CLIN 0013/0113. A Direct Productive Labor Hour (DPLH) is defined as the prime or subcontractor actual labor hours (exclusive of vacation, holiday, sick leave and other absences) required to perform the tasks issued pursuant to this provision. The DPLH rate identified in Section J, Attachment X - CLIN Pricing Tables, includes the direct labor required to perform the task as well as management and subcontractor management labor cost, administrative cost, and any associated burdens. The estimated number of DPLH multiplied by the DPLH rate and the fixed fee per DPLH is used to estimate the cost plus fixed fee of a proposed Task Instruction, unless otherwise agreed to by the Parties as reflected in the approved Task Instruction. The established DPLH rate will be used as provisional billing rates with final payment based on actual rates. The issuance of Task Instructions shall not exceed the cumulative amount of the total estimated costs delineated for each CLIN during the period of performance specified in each CLIN in Section B.

c. Miscellaneous material and software. If miscellaneous material and software is required in performance of a task authorized by these instructions, the contractor must provide documentation to the PCO in writing that the price proposed is fair and reasonable based on the requirements of FAR 15. The documentation must be approved by the PCO before authorization will be given to purchase the material or software.

d. When the Government has a Task Instruction requirement, the Contracting Officer will issue a Draft Task Instruction on the attached form to the Contractor with a request to the Contractor to submit a plan for accomplishing the task. The Draft Task Instruction will include, but not be limited to, the description of the task to be performed, the period of performance, and a description of the deliverables. Issuance of a Draft Task Instruction does not authorize performance of the task.

e. The Contractor shall submit a Task Plan within seven (7) calendar days after receipt of the Draft Task Instruction, or within such time as otherwise indicated by the Contracting Officer. The Task Plan will include a brief description of the method and approach to accomplish the task and the information identified above, with supporting rationale. Upon receipt of the Task Plan, the Contracting Officer will provide either an executed Task Instruction, or advise the Contractor of changes required to the Task Plan or proposed pricing. Once the Contracting Officer and the Contractor have agreed on the contents of the Task Plan and proposed number of direct productive labor hours (DPLH), the Contracting Officer will sign and provide the effective date authorizing the start of the effort and issue the Task Instruction to the Contractor. The Task instruction will include the items listed above in the Content Section. The Government reserves the right to issue the Task Plan under a Not-to-Exceed amount for later definitization.
# Task Instructions

<p>| | |</p>
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<tr>
<th></th>
<th></th>
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<tbody>
<tr>
<td><strong>1.</strong></td>
<td><strong>Contractor Name And Address</strong></td>
</tr>
<tr>
<td><strong>2.</strong></td>
<td><strong>Contract No.</strong></td>
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<tr>
<td><strong>3.</strong></td>
<td><strong>CLIN:</strong></td>
</tr>
<tr>
<td><strong>4.</strong></td>
<td><strong>Task Instruction No.:</strong></td>
</tr>
<tr>
<td><strong>5.</strong></td>
<td><strong>PWS Paragraph(s):</strong></td>
</tr>
</tbody>
</table>

**6. Government Task Instruction Program Integrator (If Applicable)**

- **Name:**
- **Office Symbol:**
- **Telephone:**
- **Signature:**
- **Date:**

**7. Contracting Officer’s Representative**

- **Signature:**
- **Date:**

**8. Description Of Task To Be Performed:**

**9. Effort for This Task**

- **Estimated Cost:**
  - Labor: $10,000
  - Est. Fixed Fee: $20,000
  - ODC: $5,000
  - Total: $35,000

- **Maximum DPLH:** 100
- **Period Of Performance:**

**10. Deliverables And Government Furnished Resources**

- **CDRLs Required:**
  - Check All That Apply:
- **Due Dates For CDRLs:**
- **Government Resources (If Any):**

**11.**

- **Contractor Representative:**
- **Date:**
- **Signature:**

**12. This Task Instruction Is Issued Pursuant To Section J, Attachment 3 Task Instructions Of The Contract.**

- **Contracting Officer:**
- **Date:**
- **Signature:**
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Continuation of Block 8:
Medium Range Ballistic Missile Targets

Attachment 14 – Performance-Based Payment Plan

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Pages 1235 – 1242

Withheld in Full

Under Exemption (b)(4)
Medium Range Ballistic Missile Targets

Attachment 15 – Small Business Subcontracting Plan

L-3 Coleman Aerospace
Pages 1244 – 1277

Withheld in Full

Under Exemption (b)(4)
Medium Range Ballistic Missile Targets

Attachment 16 – Incentive Plan
Incentive Plan

for the

Missile Defense Agency

Medium Range Ballistic Missile Target Contract

Targets and Countermeasures Program Office
Missile Defense Agency
INCENTIVE PLAN SIGNATURE PAGE

PROGRAM: MISSILE DEFENSE AGENCY (MDA) TARGETS AND COUNTERMEASURES (TC)

ACQUISITION PROGRAM DIRECTOR: [Redacted]
Program Director Targets and Countermeasures

APPROVED BY:

TERRENCE A. FEEHAN
Fee Determining Official
Major General, USAF
Program Executive for Programs & Integration

DATE: 7 Aug 12
<table>
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<th>Date</th>
<th>Change</th>
<th>Content</th>
<th>Individual</th>
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iii

iii
INTRODUCTION

1.1 The Medium Range Ballistic Missile (MRBM) Target effort includes incentives to simultaneously control costs and emphasize performance. The MRBM contract includes specific cost incentives at the Contract Line Item Number (CLIN) level to control costs and contract level objective performance incentives to allow the Government to reward the MRBM Contractor for meeting objectives that the Government has determined are essential for successful program execution. To meet this end, the Government intends to establish significant financial incentives directly related to successful mission accomplishment in support of MDA testing. Through this incentive plan, the Government seeks to balance contractor focus on short term cost control at the CLIN level with objective performance incentives tied to longer term contract objectives associated with launch vehicle development and the test execution mission.

1.2 The cost incentive fees associated with cost reimbursable CLINs will apply to CLIN 0001 and Option CLINs 0003, 0008, 0103, and 0108, if exercised. The cost reimbursable cost incentive fees will be calculated and paid IAW FAR Clause 52.216-10 Incentive Fee. The Contracting Officer can increase or decrease a CLINs Target Fee Pool based on program changes (e.g., budget impacts, schedule changes, requirement changes, etc.) following negotiation of an appropriate change proposal. The cost incentives associated with fixed-price incentive CLINs will apply to CLIN 0002 and Option CLINs 0004, 0007, 0009, 0010, 0011, 0012, 0102, 0104, 0107, 0109, 0110, 0111, and 0112, if exercised. The fixed price incentives, evidenced in the form of profit adjustments (if applicable), will be calculated and paid IAW FAR Clause 52.216-16 Incentive Price Revision – Firm Target.

1.3 This plan documents the process for the administration of performance incentive fee under this contract. The incentive fee plan is the basis for the evaluation of the contractor’s performance. The plan describes criteria and procedures used to assess the contractor’s performance and to determine the incentive fee earned during the evaluation period.

PERFORMANCE INCENTIVE FEE STRUCTURE

2.1 Contractor performance will be objectively measured, reported, validated, and rewarded if appropriate. The earned amount of the performance incentive fee shall depend on the Contractor’s performance. The total contract potential Performance Incentive Fee is reflected in section H, H-Performance Incentive Fee. All performance incentive fees will be paid from CLIN 0016 – Performance Incentive Fee Pool. The contract allows for three forms of performance incentives:

2.2 Manufacturing and Delivery – The Government will provide the opportunity to earn a performance incentive fee for successful
3.0 PERFORMANCE INCENTIVE FEE PROCESS

3.1 Planning and Incentive Definition – Performance incentives including specific critical and non-critical elements will be unilaterally determined by the Government prior to exercising the CLIN which culminates the work and demonstrates the performance. Details of each performance incentive including critical and non-critical elements will be provided in the Performance Incentive Letter (PIL). The Contractor will have the opportunity to comment on elements of the performance incentive that they believe to be high risk or extremely difficult to achieve. The PIL will designate critical elements which are those elements that must be met or the contractor forfeits all incentive fee. The contractor will earn zero ($0) fee for failure to meet any critical element of a performance incentive. The PIL will designate non-critical elements which are those elements that are important, but failure to meet them will only result in reduction of the incentive fee. Failures attributed to sources outside of the contractor’s control will not unilaterally result in zero or reduced incentive fee, but may be taken into account in determining the final incentive fee.

3.2 Verification - Verification will be required to determine successful completion of prescribed performance elements for all objective incentives. Verification of performance elements will be the responsibility of the Government based on data provided by the contractor and other independent sources including test ranges, other Government agencies, and expert engineering analysis provided by support contractors. The TC Program Director (PD) will unilaterally determine mission success or failure in accordance with the criteria defined in the PIL.

3.3 Authorization - Once notified by the TC PD of the success or partial success of meeting a performance incentive, the Procuring Contracting Officer (PCO) will issue a Performance Incentive Fee Authorization Letter (PIFAL) to the Contractor authorizing billing of the performance incentive fee. The letter will include the earned performance incentive fee for each performance incentive fee item, total earned performance incentive fee, and the appropriate Accounting Classification Reference Number (ACRN) for billing (Contract Section G). The Contractor shall not bill for any performance incentive fees until authorized in writing by the PCO.

3.4 Administration/Changes - As part of the incentive fee determination process, the PCO may unilaterally reallocate incentive fee based on changes to technical requirements, cancellation of missions, termination of activities, or delays to events which are beyond the control or fault of the Contractor. The PCO will notify the Contractor in writing of any changes to the performance incentive within 15 business days of an event or requirement change becoming known. The revised performance incentive shall take effect immediately after contract modification. Unearned incentive fee will be removed from the contract value by decreasing the appropriate CLIN. If the incentive fee pool is increased, the increase will be implemented by increasing the value of CLIN 0016 - Performance Incentive Fee Pool. In the event options are exercised for(b)(5)
the contract will be modified to incorporate additional performance incentive opportunities, with associated increases to pool allocations.

3.5 Termination - In the event the contract is terminated in whole or in part under a Termination for Convenience, the contractor cannot earn any performance incentive fee unless the designated event was executed prior to termination. With the execution of a contract Termination for Convenience, the fee determination process will be implemented immediately and as if the period had been completed. Partial completion of events by the contractor will be taken into consideration. The Government will evaluate the contractor’s progress in meeting each performance incentive at the time of termination and the amount of fee will be adjusted, based upon the amount of work completed as determined by the PCO. Any remaining dollars for all events subsequent to the termination shall not be considered available or earned and will not be paid.
The Government will provide the opportunity to earn a performance incentive fee for successful development and demonstration. The Government recognizes the importance of the development, design, and qualification engineering performed during CLIN 0001 and therefore will award performance incentive fee based on successful design. The Government also recognizes the importance of associated performance on incentive opportunities is defined in Section H of the contract, H- Performance Incentive Fee.

Incentive Fee Performance Elements.

Performance Incentive Fee will be made up of the following elements.

a. Successful Design –
   1. design is completed and presented to the Government for acceptance and approval at Critical Design Review (CDR). CDR shall be executed as established in the approved baseline IMS.
   2. Successful Qualification Testing – Qualification testing of all elements of the is completed and demonstrates the system’s capability to operate under all applicable environments as defined during the systems engineering process and approved by the Government at Target Acceptance Review (TAR). The TAR will occur within the TAR window specified.
   3. is shown to be reliable in accordance with the TSPS system reliability specification as demonstrated by analysis, testing, or a combination of both as defined during the systems engineering process and approved by the Government at TAR. The TAR will occur within the TAR window specified.
   4. 
b. Design Incentive Fee Element Description and Weighting:

<table>
<thead>
<tr>
<th>Performance Element</th>
<th>Weight</th>
<th>Critical or Non Critical</th>
<th>Deliverable</th>
<th>Acceptance Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b)(5)</td>
<td>20%</td>
<td>Critical</td>
<td>(b)(5)</td>
<td>Critical Design Review accepted by the Government</td>
</tr>
<tr>
<td>Qualification Testing</td>
<td>40%</td>
<td>Non Critical</td>
<td>Results of all qualification testing (b)(5)</td>
<td>Qualification testing demonstrates that the design will operate in all applicable environments as confirmed by the Government</td>
</tr>
<tr>
<td>Reliable (b)(5)</td>
<td>20%</td>
<td>Non Critical</td>
<td>Engineering analysis and/or testing data demonstrating (b)(5) reliability</td>
<td>Engineering analysis and/or test data clearly demonstrates the reliability (b)(5) as confirmed by the Government</td>
</tr>
<tr>
<td>(b)(5)</td>
<td>20%</td>
<td>Critical</td>
<td>(b)(5)</td>
<td>Analysis and data demonstrating (b)(5) as confirmed by the Government</td>
</tr>
</tbody>
</table>

c.

1. (b)(5)
2. 
3. 

5
Incentive Fee Process, Notification, and Planning. In general the contractor will earn $0 of performance incentive fee for failure to complete all elements of the successful design within six months of the proposed schedule. The contractor will earn $0 of the performance incentive fee for failure of any critical element of performance on the failure attributed to sources outside of the contractor’s control will not be considered as failures in determining fee. Failure of non critical elements will result in reduction of a percentage of the fee attributed to that element. Critical and non critical elements (including the percentage value of the element) for each mission will be specified in a PIL prior to the exercise of criteria and critical and non critical elements are specified above.
Attachment 2

Manufacturing and Delivery Incentive Plan

The Government will provide the opportunity to earn a performance incentive fee for successful

The performance incentive fee pool for Manufacturing and Delivery incentive opportunities are defined in Section H of the contract, H- Performance Incentive Fee.
Manufacturing and Delivery Incentive Fee Performance Elements. The Manufacturing and Delivery Performance Incentive Fee will be made up of the following elements.

<table>
<thead>
<tr>
<th>Performance Element</th>
<th>Weight</th>
<th>Critical or Non Critical</th>
<th>Deliverable</th>
<th>Acceptance Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b)(5)</td>
<td>(b)(5)</td>
<td>(b)(5)</td>
<td>(b)(5)</td>
<td>(b)(5)</td>
</tr>
<tr>
<td>Design</td>
<td>(b)(5)</td>
<td>(b)(5)</td>
<td>(b)(5)</td>
<td>(b)(5)</td>
</tr>
<tr>
<td>(b)(5)</td>
<td>(b)(5)</td>
<td>(b)(5)</td>
<td>(b)(5)</td>
<td>(b)(5)</td>
</tr>
<tr>
<td>(b)(5)</td>
<td>(b)(8)</td>
<td>20% for first (b)(5)</td>
<td>(b)(5)</td>
<td>(b)(5)</td>
</tr>
<tr>
<td>(b)(5)</td>
<td>(b)(5)</td>
<td>30% for Subsequent (b)(5)</td>
<td>(b)(5)</td>
<td>(b)(5)</td>
</tr>
<tr>
<td>(b)(5)</td>
<td>(b)(5)</td>
<td>40% for (b)(5)</td>
<td>(b)(5)</td>
<td>(b)(5)</td>
</tr>
<tr>
<td>Integration Testing</td>
<td>(b)(5)</td>
<td>(b)(5)</td>
<td>(b)(5)</td>
<td>(b)(5)</td>
</tr>
<tr>
<td>Kit A Deliveries</td>
<td>(b)(5)</td>
<td>Results of all (b)(5)</td>
<td>Integration Testing: Acceptance Data Package (CDRL A 902) are presented and accepted at TAR</td>
<td>Review(s) completed and accepted by the Government</td>
</tr>
<tr>
<td>(b)(5)</td>
<td>(b)(5)</td>
<td>70% for Subsequent (b)(5)</td>
<td>(b)(5)</td>
<td>(b)(5)</td>
</tr>
</tbody>
</table>

a. (b)(5)
b. ... completed and presented to the Government for acceptance and approval at the CLIN 0003 CDR as established in the approved baseline Integrated Master Schedule (IMS). Should the be proposed in the Baseline design, this element will be removed from the PIL.

c. ... Acceptance Testing – Acceptance testing of all configuration items of the is completed and demonstrates the system’s capability to be stored and subsequently to operate under all applicable environments as defined during the systems engineering process and Integration testing of the completed and verifies the operation of all functions of the

(Note: Last sentence removed)

Incentive Fee Process, Pre Mission Notification and Planning.

For each Performance Element, full credit will be awarded if the contractor passes the review unconditionally, partial credit will be awarded for a conditional pass, and no credit will be awarded if a review is failed. Details of requirements to pass each CDR and TAR will be developed in associated kickoff meetings as part of the TC Engineering Process. Failure to pass a
review will result in zero incentive fee for that Performance Element of the Manufacturing and Delivery Incentive.
Attachment 3

Mission Success Incentive Fee Criteria

The Government will provide the opportunity to earn a performance incentive fee for successful (b)(5)

The performance incentive fee pool for Mission Success
incentive opportunities is defined in Section H of the contract, H- Performance Incentive Fee.

Mission Success Incentive Fee Performance Elements. The Mission Success Incentive Fee will be
made up of the following elements. Mission weight and designation of critical or non critical will be
determined for each mission based on mission complexity and criticality of the element to the mission.

<table>
<thead>
<tr>
<th>Performance Element</th>
<th>Short Description</th>
<th>Mission Weight</th>
<th>Critical or Non Critical</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b)(5)</td>
<td>(b)(5)</td>
<td>50 to 60%</td>
<td>Critical</td>
</tr>
<tr>
<td>(b)(5)</td>
<td></td>
<td>25 to 35%</td>
<td>Critical or Non Critical</td>
</tr>
</tbody>
</table>

On Time Launch (OTL) 15% Non Critical

a. (b)(5)
Evidence of completion are contained in the post mission analysis report.

For purposes of this performance incentive, up to two weeks delay attributable to the contractor will result in commensurate reduction of this element of the performance incentive fee. After two weeks delay attributable to the contractor, no fee will be provided for this element of the incentive fee. Evidence of completion is contained in the post mission analysis report.

Incentive Fee Process, Pre Mission Notification and Planning. The mission success incentive fee pool will be determined in advance of each mission depending upon the complexity of the mission. The performance incentive fee pool for each mission is defined in Section H of the contract, H-Performance Incentive Fee, and includes an adjustment of plus or minus 15% depending upon the complexity of the mission. In general the contractor will earn $0 fee for a failed mission or for failure of a critical element of the mission. (Note: sentence removed) The contractor will be responsible for verification.

Incentive fee will be awarded based on the percentage of performance elements completed with no element being considered “critical”. Total mission success will result in award of 100% of the fee. Failure of non-critical elements of the mission will result in reduction of a percentage of the fee attributed to that element. Critical and non-critical elements (including the percentage value of the element) for each mission will be specified in a Performance Incentive Letter (PIL) prior to the exercise of CLIN 0009/0109 for the specified mission. The mission success criteria and critical and non-critical elements for each mission will be based on specific mission requirements and will be determined unilaterally by the Government based on complexity of the mission and mission planning data provided by the Contractor.

Mission Success, Incentive Fee Weighting. For all missions some mission success elements will be deemed critical and some will be deemed non-critical. Each element will be weighted 0 to 100 percent with the sum of all weights equal to 100 percent. Likewise each element will be evaluated and scored 0 to 100. The mission success incentive fee payment will be given by the following formula:
MSI Payment = P x ((wiEi + wiiEii + wiiiEiii) x ((Ci)(Cii)/100)

Where:

- P = Total MSI Pool
- wi = Pre mission weighting for element i as a percentage of incentive fee pool
- Ei = Post mission score for element i
- Ci = 1 or 0 for elements determined as critical (any critical element receiving 0 results in no mission success incentive fee)

Example:

The Mission Success Incentive Payment is given by the following formula:
Medium Range Ballistic Missile Targets

Attachment 17 – Government Furnished Property List (GFP)

L-3 Coleman Aerospace
Pages 1296 – 1395

Withheld in Full

Under Exemption (b)(5)
Medium Range Ballistic Missile Targets

Attachment 18 – Compliance and Reference Documents
<table>
<thead>
<tr>
<th>Compliance Document Title</th>
<th>Date</th>
<th>Document Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Test Requirements for Launch, Upper-Stage &amp; Space Vehicles</td>
<td>13 June 2008</td>
<td>SMC Standard SMC-S-016</td>
</tr>
<tr>
<td>Missile Defense Agency Medium Range Ballistic Missile (MRBM) Targets System Performance</td>
<td>DD MM 2012 (or latest</td>
<td></td>
</tr>
<tr>
<td>Specification (SECRET)</td>
<td>version)</td>
<td></td>
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<tr>
<td>DD Form 254, Contract Security Guidance Specification</td>
<td>December 1999</td>
<td>N/A</td>
</tr>
<tr>
<td>Range Commanders Council Flight Termination System Commonality Standard</td>
<td>August 2007</td>
<td>RCC 319-07</td>
</tr>
<tr>
<td>Electromagnetic Environmental Effects Requirements for Systems</td>
<td>1 Dec 2010</td>
<td>MIL-STD-464C</td>
</tr>
<tr>
<td>Associated Object Payload (AOP) Interface Control Document version 1.1</td>
<td>March 2012</td>
<td>AOP ICD Version 1.1</td>
</tr>
<tr>
<td>Small Canister Mechanical Envelope</td>
<td>3 May 2011</td>
<td>Fig 18 AOP-S</td>
</tr>
<tr>
<td>Ejector Tube/PRM Interface</td>
<td>19 Dec 2007</td>
<td>Fig 19 AOP-M</td>
</tr>
</tbody>
</table>

Note 1: Section L, Attachment 13 Table 1 denotes those MAP provisions that can be either eliminated or tailored because the MRBM is not an MDA strategic asset.
<table>
<thead>
<tr>
<th>Compliance Document Title</th>
<th>Date</th>
<th>Document Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Material Review Board Authority</td>
<td>20 May 2009</td>
<td>MDA-QS-001-MAP-Change #1</td>
</tr>
<tr>
<td>Missile Defense Agency Parts, Materials and Processes, Mission Assurance Plan (PMAP) Revision B</td>
<td>29 February 2012</td>
<td>MDA-QS-003-PMAP, Rev B</td>
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</tbody>
</table>

The following documents are for reference:

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<th>Reference Document Title</th>
<th>Date</th>
<th>Document Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality Management Systems Requirements for Aviation, Space and Defense Organizations</td>
<td>Jan 2009</td>
<td>AS9100C (ISO 9001-200)</td>
</tr>
<tr>
<td>DOD Operations Security Program</td>
<td>6 Mar 2006</td>
<td>DODD 5205.02</td>
</tr>
<tr>
<td>DOD Directive Information Assurance</td>
<td>23 April 2007</td>
<td>DOD 8500.01E</td>
</tr>
<tr>
<td>Information Assurance Implementation</td>
<td>6 Feb 2003</td>
<td>DODI 8500.02</td>
</tr>
<tr>
<td>Ballistic Missile Defense System Cost Estimates</td>
<td>3 Jan 2012</td>
<td>MDA Directive 4250.02</td>
</tr>
<tr>
<td>Department of Defense Instruction</td>
<td>8 Dec 2008</td>
<td>DODI 5000.02</td>
</tr>
<tr>
<td>Modeling and Simulation, Verification, Validation, and Accreditation</td>
<td>6 April 2011</td>
<td>MDA Directive 8315.01</td>
</tr>
<tr>
<td>Ballistic Missile Defense System Test Concept of Operations</td>
<td>8 Apr 2009</td>
<td>BMDS Test CONOPS (08Apr 09- signed)</td>
</tr>
<tr>
<td>Reference Document Title</td>
<td>Date</td>
<td>Document Number</td>
</tr>
<tr>
<td>------------------------------------------------------------------------------------------</td>
<td>--------------</td>
<td>----------------------------------------</td>
</tr>
<tr>
<td>Ballistic Missile Defense System Target Data Product Requirements Definition Revision 0 *</td>
<td>7 Oct 2009</td>
<td>BMDS Target Data Products Requirements Rev 0</td>
</tr>
</tbody>
</table>

*The TDPRD lists 24 different technical data products, however during a nominal delivery schedule the following will be a standard list:

- Target-Pre-0003 Target Optical Signatures Code (OSC) IR and Visible Models
- Target-Pre-0006 Nominal 6-DOF Trajectory of All Target Objects
- Target-Pre-0012 Collision Avoidance (COLA) Trajectories
- Target-Pre-0018 Monte Carlo Trajectories of All Target Objects
- Target-Pre-0019 Engineering Planning Trajectories
- Target-Pre-0035 Target CAD/Engineering Drawings
- Target-Pre-0042 Internal/External Target CAD Drawings
- Target-Pre-0043 Target Object Optical Plume Signature Models

All of the Pre-Target deliverables above should be delivered once per mission, with the exception of engineering trajectories which can be exercised up to 3 times.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Reagan Test Site (RTS) Data Package</td>
<td>31 January 2011</td>
<td>Multiple Documents</td>
</tr>
<tr>
<td>MDA Policy on Organizational Conflicts Of Interest</td>
<td>27 July 2009</td>
<td>MDA Policy Memorandum #51</td>
</tr>
<tr>
<td>MDA Policy on Annual Integrated Review Process Assurance Certification and Accreditation Process</td>
<td>23 April 2010</td>
<td>MDA Policy Memorandum #60 DOD Information DODI 8510.01</td>
</tr>
<tr>
<td>28 Nov 2007</td>
<td></td>
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<tr>
<td>Translated GPS Range System</td>
<td>April 6, 2011</td>
<td>MDA Manual 3224.01-M Change 1</td>
</tr>
<tr>
<td>Compliance for Defense Packaging: Phytosanitary Requirements for Wood Packaging Material (WPM)</td>
<td>7 Sept 2007</td>
<td>Department of Defense 4140.01-M-1</td>
</tr>
<tr>
<td>Reference Document Title</td>
<td>Date</td>
<td>Document Number</td>
</tr>
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<td>-----------------------------------------------------------------------------------------</td>
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<td>------------------------------------------------------</td>
</tr>
<tr>
<td>Ballistic Missile Defense System Test Policy</td>
<td>21 June 2010</td>
<td>MDA Directive 3002.03</td>
</tr>
<tr>
<td>MDA/ TC Systems Engineering Plan</td>
<td>3 November 2011</td>
<td>TC-TCE-Plan 2011-001 Version 3.0</td>
</tr>
<tr>
<td>Global Positioning and Inertial Measurements Range Safety Tracking Systems Commonality Standard</td>
<td>June 2001</td>
<td>RCC-324-01</td>
</tr>
<tr>
<td>Common Risk Standards for National Test Range</td>
<td>December 2010</td>
<td>RCC 321-10</td>
</tr>
<tr>
<td>Ballistic Missile Defense System Integrated Baseline Reviews</td>
<td>17 Feb 2012</td>
<td>5004.01-M</td>
</tr>
<tr>
<td>Reference Document Title</td>
<td>Date</td>
<td>Document Number</td>
</tr>
<tr>
<td>--------------------------------------------------------------</td>
<td>------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>MDA/TC Configuration and Data Management Procedure</td>
<td>22 June 2011</td>
<td>TCE-PROC-2011-005</td>
</tr>
<tr>
<td>C4 Trident Rocket Motor Data Package</td>
<td></td>
<td>Various reports</td>
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<tr>
<td>Additional Security Procedures and Processes</td>
<td>18 Jan 2013</td>
<td>N/A</td>
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</table>
Medium Range Ballistic Missile Targets

Attachment 19 – Acronym List

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<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Full Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-DOF</td>
<td>Three Degrees of Freedom</td>
</tr>
<tr>
<td>6-DOF</td>
<td>Six Degrees of Freedom</td>
</tr>
<tr>
<td>AA&amp;E</td>
<td>Arms, Ammunition, and Explosives</td>
</tr>
<tr>
<td>ACO</td>
<td>Administrative Contracting Officer</td>
</tr>
<tr>
<td>ACRN</td>
<td>Accounting Classification Record Numbers</td>
</tr>
<tr>
<td>ACS</td>
<td>Attitude Control System</td>
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<tr>
<td>ADR</td>
<td>Alternative Dispute Resolution</td>
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<td>AEDC</td>
<td>Arnold Engineering Development Center</td>
</tr>
<tr>
<td>AFB</td>
<td>Air Force Base</td>
</tr>
<tr>
<td>AFSPC/SDTW</td>
<td>Air Force Space Command's Space Development and Test Wing</td>
</tr>
<tr>
<td>AIS</td>
<td>Automated Information System</td>
</tr>
<tr>
<td>AMC</td>
<td>Air Mobility Command</td>
</tr>
<tr>
<td>ANSI/EIA</td>
<td>American National Standards Institute/Electronic Industries Alliance</td>
</tr>
<tr>
<td>AO</td>
<td>Associated Objects</td>
</tr>
<tr>
<td>APOD</td>
<td>Aerial Port of Debarkation</td>
</tr>
<tr>
<td>ASCII</td>
<td>American Standard Code for Information Interchange</td>
</tr>
<tr>
<td>ATP</td>
<td>Authority To Proceed</td>
</tr>
<tr>
<td>AUR</td>
<td>All-Up-Round</td>
</tr>
<tr>
<td>BCS</td>
<td>Body Coordinate System</td>
</tr>
<tr>
<td>BET</td>
<td>Best Estimated Trajectory</td>
</tr>
<tr>
<td>BETD</td>
<td>Best Estimated Test Date</td>
</tr>
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<td>BMD</td>
<td>Ballistic Missile Defense</td>
</tr>
<tr>
<td>BMDS</td>
<td>Ballistic Missile Defense System</td>
</tr>
<tr>
<td>BOE</td>
<td>Basis of Estimate</td>
</tr>
<tr>
<td>BOM</td>
<td>Bill of Material</td>
</tr>
<tr>
<td>Abbreviation</td>
<td>Full Form</td>
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<td>-----------</td>
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<tr>
<td>CAGE</td>
<td>Commercial and Government Entity</td>
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<tr>
<td>CAS</td>
<td>Cost Accounting Standards</td>
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<td>CASB</td>
<td>Cost Accounting Standards Board</td>
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<td>CBL</td>
<td>Commercial Bill of Lading</td>
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<td>CCR</td>
<td>Central Contractor Registration</td>
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<td>CD(s)</td>
<td>Compact Disc(s)</td>
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<td>CDRL</td>
<td>Contract Data Requirements List</td>
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<tr>
<td>CD-ROM</td>
<td>Compact Disc Read-Only Memory</td>
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<td>CEC</td>
<td>Critical Engagement Condition</td>
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<td>Cognizant Federal Agency</td>
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<td>Consolidated Missile Asset Reuse for Targets</td>
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CRG  Compliance Review Group
CSDR  Cost and Software Data Reporting
CTR  Contractor
CTR IMP  Contractor Integrated Master Plan
CTR IMS  Contractor Integrated Master Schedule
CTR PWS  Contractor Performance Work Statement
CTR WBS  Contractor Work Breakdown Structure
CV  Cost Variance
dB  Decibel
DCAA  Defense Contract Audit Agency
DCMA  Defense Contract Management Agency
DCMAO  Defense Contract Management Area Office
DECC  Defense Enterprise Computing Center
DFARS  Defense Federal Acquisition Regulations
DFAS  Defense Finance and Accounting Service
DIACAP  Department of Defense Information Assurance Certification and Accreditation Process
DID  Data Item Description
DISA  Defense Information Systems Agency
DoD, DOD  Department of Defense
DODAAC  Department of Defense Activity Address Code
DODI  Department of Defense Instruction
DOF  Degrees of Freedom
DPAS  Defense Priorities and Allocations System
DPFIND  page 5 attachment 1
DPLH  Direct Productive Labor Hours
DSN  Defense Switching Network
DSS  Defense Security Services
DTIC Defense Technical Information Center
DUNS Data Universal Numbering System
DVD  Digital Versatile Disc
EC  Earth Centered
ECI  Earth Centered Inertial
EDA  Electronic Document Access
EF  Earth Fixed
EIS  European Interceptor Site
EME  Empirical Engagement Event
EO  Executive Order
EOQ Economic Order Quantity
EPA Environmental Protection Agency
EPCRA Emergency Planning and Community Right-to-Know Act of 1986
ESD Electrostatic Discharge
ESH Environmental Safety & Health
eSRS Electronic Subcontracting Reporting System
EVMS Earned Value Management System
F.O.B. Freight on Board
FAR Federal Acquisition Regulation
FBLR Fully Burdened Labor Rate
FDO Fee Determining Officer
FFP Firm Fixed-Price
FFRDC Federally Funded Research and Development Companies
L/M/H  Low, Medium, High
LAN  Local Area Network
LC  Labor Category
LM  Lockheed Martin
LOE  Level of Effort
LRU  Line Replaceable Unit
m  meter
M&S  Models and Simulation; Modeling and Simulation
MAIS  Major Automated Information System
MDA  Missile Defense Agency
MDA/DACT  MDA Contracting Tests/Targets & Countermeasures
MDA/DC  MDA/Director of Communications
MDA/DOBS  MDA Agency Operations Business Operations
MDA/DOC  MDA Agency Operations Cost Estimating
MDA/DOV  MDA Earned Value Management Office
MDA/DTT  MDA Deputy for Test, Test Targets Division
MDA/DXSS  MDA Agency Security Operations
MDA/GMC  MDA GMD Program Directorate, Business and Financial Management Division
MDA/GMT  MDA GMD Program Directorate, Test Division
MDA/PA  MDA Director of Public Affairs
MDA/QS-TC  MDA Quality, Safety and Mission Assurance, Targets and Countermeasures
MDA/TC  MDA Targets and Countermeasures
MDA/TCA  MDA Targets and Countermeasures Acquisition Management
MDA/TCC  MDA Targets and Countermeasures Contracts
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<td>MDA Targets and Countermeasures Logistics</td>
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<td>MDA/TCO</td>
<td>MDA Targets and Countermeasures Business &amp; Financial Operations</td>
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<td>MDA/TCT</td>
<td>MDA Targets and Countermeasures Test and Operations</td>
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<td>Military Handbook</td>
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Medium Range Ballistic Missile Targets

Attachment 20 – DD Form 254
**DEPARTMENT OF DEFENSE**

**CONTRACT SECURITY CLASSIFICATION SPECIFICATION**

(The requirements of the DoD Industrial Security Manual apply to all aspects of this effort)

<table>
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<th>3. THIS SPECIFICATION IS: (X and complete as applicable)</th>
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<td>[ ] Original (Complete data in all cases)</td>
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<td>[ ] Subcontract Number</td>
<td>Rev or No</td>
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<td>HQ0147-12-R-0005</td>
<td>Data (YYYY/MM/DD)</td>
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5. Is this a follow-on contract? [ ] Yes [ ] No

6. Is this a final DD Form 264? [ ] Yes [ ] No

7. CONTRACTOR (Include Commercial and Government Entity / CAGE Code)

<table>
<thead>
<tr>
<th>Name, Address, and ZIP Code</th>
<th>CAGE Code</th>
<th>cognizant Security Office (Name, Address, and Zip Code)</th>
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<td>Coleman Aerospace/L3 Communication</td>
<td>SU755</td>
<td>Defense Security Service (ODFSM)</td>
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<td>7675 Municipal Drive</td>
<td></td>
<td>6767 N. Wickham Road, Suite 208</td>
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<tr>
<td>Orlando, FL 32819</td>
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<td>Melbourne, FL 32940</td>
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8. SUBCONTRACTOR

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9. ACTUAL PERFORMANCE

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See Block 13.
Reference Item 8.a

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

Medium Ballistic Missile Targets Type 1 and Type 2

10. THIS CONTRACT WILL REQUIRE ACCESS TO: [ ] Yes [ ] No

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<th>Access Requirement</th>
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<td>Formerly Restricted Data</td>
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<td>Other (Specify)</td>
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11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL: [ ] Yes [ ] No

- Have access to classified information only at another contractor's facility or government activity
- Receive classified documents only
- Receive and generate classified material
- Fabricate, modify, or store classified hardware
- Perform services only
- Have access to classified information outside the U.S. or its possessions and trust territories
- Be authorized to use the services of Defense Technical Information Center (DTIC) or other secondary distribution centers
- Require a consec account
- Have a tempest requirement
- Have operations security (OPSEC) requirements
- Be authorized to use the Defense Courier Service
- Other (Specify)

DD Form 254, DEC 1999

Previous editions are obsolete
12. PUBLIC RELEASE: Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

Missile Defense Agency/ Targets and Countermeasures Directorate
Attn: MRBM T1/T2 Contracting Officer’s Representative
Bldg 5222, Martin Road
Redstone Arsenal, AL 35898

10.6 Edition 3 March 2001

13. SECURITY GUIDANCE: The security classification guidance needed for this effort is identified below. Any difficulty encountered in applying this guidance or any other contributing factor indicates a need for changes in this guidance. The contractor is authorized and encouraged to provide recommendations to adjust the guidance or classification assigned to any information or material furnished or generated under this contract, and to submit any questions for interpretation of the guidance to the officials identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. If in an appropriate for the classified effort, attach, or forward under separate correspondence, any documents/(redacted) referenced herein. Add additional pages as needed to provide complete guidance.

The contractor shall provide the following to the MDA Industrial Security Office (contact information below):
- Report any initial security violation to the MDA Industrial Security Office within 24 hours.
- Provide any Defense Security Service (DSS) letter that indicates a less than satisfactory security rating within 48 hours of receipt.
- Provide any DSS letter that negatively impacts the Facility Clearance Level (FCL) of the company within 48 hours of receipt.
- Provide electronic copies of subcontractor DD Form 254s issued by the Prime and the subcontractors. The Prime Contractor shall act as the focal point for collecting their subcontractors’ DD Form 254s and the Prime is responsible for forwarding these DD Form 254s to MDA.

Direct all questions pertaining to the DD 254 to the MDA Industrial Security Office by phone at 256-313-9429, by email at MDAIndustrialSecurity@mda.mil, or by mail at Bldg 5222, Martin Road, Redstone Arsenal, AL 35898.

COR/TM CLIN CONTR Concurrence:

See Continuation Page

14. ADDITIONAL SECURITY REQUIREMENTS: Requirements, in addition to ISM requirements, are established for this contract. (If these, identify the pertinent contractual clause(s) in the contract document first, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

See Reference Items 10.6, 11.1, 11.1, and 14.

15. INSPECTIONS: Elements of this contract are outside the inspection responsibility of the cognizant security office. (Yes, explain and identify specific items or elements outside and the activity responsible for inspections. Use Item 13 if additional space is needed.)

16. CERTIFICATION AND SIGNATURE: Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

6. ADDRESS (Include ZIP Code)
Missile Defense Agency
5700 18th Street
Fort Belvoir, Virginia 22060-5573

Director, Research, Development & Acquisition Security

17. REQUIRED DISTRIBUTION
(a) CONTRACTOR
(b) SUBCONTRACTOR
(c) CONSORTIUM SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
(d) U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
(e) ADMINISTRATIVE CONTRACTING OFFICER
(f) OTHER AS NEEDED MDA Industrial Security

DD Form 254 Reverse, DEC 1999
SECURITY GUIDANCE (BLOCK 13) CONTINUATION:

Special Instructions:

1. The Prime contractor and subcontractors are authorized to flow access of classified information to the SECRET level to their subcontractors in accordance with the NISPOM. This authorization includes access to Non-SCI, COMSEC, CNWDI, and NATO information. The Prime and subcontractors must verify Facility Clearance, Safeguarding Capability and Access Authorizations prior to the dissemination of classified information.

2. Requesting Foreign Disclosure and International Traffic in Arms (ITAR) Exemption Authorization: THIS REQUIREMENT SHALL BE IMPOSED ON ALL SUBCONTRACTS

   a. Foreign Disclosure Request Submission Requirements. The contractor and all subcontractors shall submit all requests NLT 45 days prior to need date and:


      (2) Submit a completed MDA/TC Foreign Disclosure Request Form 1 (See Contract Section J, “Compliance and Reference Documents” Attachment, “Additional Security Procedures and Processes”) for Disclosure Requests (using the self-contained instructions) to the Procuring Contracting Officer (PCO) for TC SACO Office for processing.

   b. ITAR Exemption Request Submission Requirements. The contractor and all subcontractors shall submit all requests NLT 10 duty days prior to need date and:


   c. Interaction with MDA Targets and Countermeasures (TC) United Kingdom (UK) Participating Person (PP). All contractor personnel attending MDA meetings involving Matched Ballistic Reentry Vehicles (MBRV) related issues must be capable of interacting with the TC UK PP in accordance with (IAW) the following references:


3. Marking Information and Foreign Sub-contractor Compliance: **THIS REQUIREMENT SHALL BE IMPOSED ON ALL SUBCONTRACTS** involving Unclassified, For Official Use Only, and or Classified information.

   a. Marking Information. All prime and sub-contractor(s) shall mark all Classified, Unclassified, and For Official Use Only information associated with this contract, in accordance with (I.W) DoD 5220.22-M, National Industrial Security Program Operating Manual, Defense Security Service Policies Guidance, the TC provided Marking Basics Flip-Book (See Contract Section J, “Compliance and Reference Documents” Attachment, “Additional Security Procedures and Processes”), and guidance provided in this DD Form 254. The TC provided Marking Basics Flip-Book shall be used as the primary source for integrated guidance on how to properly mark all Unclassified, For Official Use Only, and or Classified information that is generated, updated, and or submitted as part of this contract. If conflicting guidance occurs, the most restrictive guidance shall be complied with. MDA TC Program Protection representatives may be contacted to adjudicate and resolve any apparent conflicting marking guidance.

   b. Foreign subcontractors, if any, must comply with US marking policies and references outlined in this DD Form 254. Foreign subcontractors are prohibited from submitting hardware, software, firmware, documentary, or other information containing Foreign Government Information (FGI) or FGI markings, in the performance of this contract. All information submitted to the MDA and other supporting US government or US industry contractor entities are prohibited from containing FGI or FGI markings, in the performance of this contract. Prime contractors may request via contracting channels (on a case-by-case basis) authorization to receive FGI or FGI marked information prior to receiving such information.

**Reference Item 8.a. (continued) Government Locations:**
Classified performance will occur at various MDA and or other government locations as directed by the Performance Work Statement, Statement of Work, or Statement of Objectives. The contractor shall abide by government security requirements per NISPOM 6-105c. The cognizant security office at the performance location is MDA or the host installation.

**Reference Item 8.a. (continued) Performance Locations include the following Contractor Facilities:**
Per NISPOM section 5-504, the contractor can disclose classified information between cleared facilities within the Multiple Facility Organization (MFO). MDA does not limit which cleared locations are considered performance locations within the MFO. It is the contractor’s responsibility to comply with Defense Security Service policy and procedures for establishing a classified performance location within the MFO structure. This guidance does not apply to government locations or other contractor company locations at which the prime contractor will be conducting classified performance.


Reference Item 10.b & d: Contractors shall adhere to the requirements of DoD 5210.02, “Access to and Dissemination of Restricted Data (RD) and Formerly Restricted Data (FRD),” 3 June 2011, for access and training requirements. **Flow this requirement to subcontractors when applicable**

1. Contractors shall possess a valid DoD security clearance at a level commensurate with the information concerned and shall have a need-to-know for access. DoD contractors require a final Secret security clearance for access to Secret RD/FRD information. Contractors shall have a final Top Secret security clearance for access to Top Secret RD/FRD information.

2. The prime contractor and its subcontractors shall be required to take training for access to RD/FRD material and for derivative classification of RD/FRD information. This training is provided by DOE and can be accessed at the DOE website under the “Training for Other Agency Personnel” tab: http://www.hss.doe.gov/classification/cti.html.

   a. For individuals with access to RD/FRD information, personnel shall complete the “Classification of Nuclear Weapons-Related Information (Restricted Data and Formerly Restricted Data)” course. The contractor company shall maintain a record of the training for each individual with access to RD/FRD. These records shall be made readily available during security inspections or for other government purposes. Records shall be maintained for two years after an individual no longer requires access to RD/FRD information.

   b. For individuals who will conduct derivative classification, personnel shall complete the “Restricted Data Classifiers Course.” Upon completion of the course, the contractor company shall request a written exam from MDA. MDA will grade the written exam and will provide a certificate of completion. The contractor shall at a minimum obtain an 80% to successfully pass
the exam. The contractor company shall maintain a record of the training for each individual designated as a RD Classifier. These records shall be made readily available during security inspections or for other government purposes. Records shall be maintained for two years after an individual is no longer designated as a RD Classifier.

3. Contractors should contact the POC listed in block 13 of the DD 254 for information and materials concerning the RD Classifier exam.

Reference Item 10.e: NISPOM Chapter 9, Section 2 requirements apply.

Reference Item 10.e.(2): NISPOM Chapter 9, Section 3 requirements apply.

Reference Item 10.g: NISPOM Chapter 10, Section 7 requirements apply.

Reference Item 10.h: NISPOM Chapter 10, Section 3 requirements apply.

Reference Item 10.j: See For Official Use Only Controlled Unclassified Information Supplement below. **This requirement will be imposed on all subcontracts.**

Reference Item 11.e: Following Security Classification Guidance applies:

**Note that a visually classified Matched Ballistic Reentry Vehicle (MBRV) requires a fly-away security cover that visually obscures the MBRV and its shape during ground or sea launched tests.**

4. Space Based Infrared System (SBIRS) Security Classification Guide (SCG) w/Ch 1 dated (15 June 2007), issued by AFSPC.
9. OPNAVINST S5513.3B-63.7 Standard Missile 2 3 4 6, dated 26 Jan 2009.
11. Other Security Classification Guides will be provided as required.

Other References:

A TC developed BMDS SCG training presentation (See Contract Section J, "Compliance and Reference Documents" Attachment, "Additional Security Procedures and Processes") is available to assist the contractor in correctly interpret SCG topics and uniformly protect programmatic information at the appropriate classification level. Other SCG security training products by specific target-type will also be made available to the contractor as they are developed.

Reference Item 11.f:

1. Contractor is not authorized to establish a contractor facility Outside the United States, Puerto Rico, U.S. Possessions and Trust Territories as part of this contract.

2. Travel to such areas needing access to classified information requires that the contractor’s security clearance information be included as part of the Country Clearance.

Reference Item 11.g: Contractor is authorized to use the services of DTIC or other secondary distribution center. The contractor and or subcontractor will prepare the DD Form 1540 and DD Form 2345, if required, and submit to the contracting office.

Reference Item 11.j:

The contractor is required to apply operations security (OPSEC) to enhance protection of classified and unclassified critical information pursuant to MDA OPSEC Program Instruction 5205.02, DoD OPSEC Program Directive 5205.02; DoD OPSEC Program Manual 5205.02-M; National Security Decision Directive Number 298; and supplementary instructions. Service OPSEC guidance may also apply if the contracted activity is performed in a Service-level operational environment. If a conflict is identified between Service and higher-level guidance, contact the MDA OPSEC Staff for clarification.

Reference Item 11.l:

1. Contractor’s Unclassified AIS:

b. AIS access to Controlled Unclassified Information, which includes 
FOUO CUI (access 
qualifies as an Automated Data Processing Information Technology (ADP IT)-III Position 
requirement), must be limited to U.S. Persons (precludes access by individuals claiming 
dual citizenship without MDA/Special Security permission) that have a minimum interim SECRET 
level clearance; or have been the subject of a favorably completed National Agency Check 
(NAC) or a more stringent personnel security investigation (access pending completion of NAC 
and final clearance determination is subject to approval by MDA Special Security); or contractor 
equivalent.

(1) Contractor Equivalent: Contractor equivalent includes various background checks 
such as those performed by employers during hiring process. Minimum checks shall include 
Citizenship, Personal Identification (Social Security Number), Criminal, and Credit. This option 
is subject to MDA/Special Security approval.

(2) ADP IT-III Requirement: ADP IT-III positions are located at the contractor’s facility. 
Only electronic SF-85Ps can now be submitted. The contractor shall contact MDA Special 
Security and provide the information requested. MDA Special Security will electronically notify 
the individual when they may enter e-QIP through the OPM portal. The individual shall then 
enter information to complete the SF 85P, Questionnaire for positions of Public Trust, 
electronically. It will be necessary to mail 2 DD Forms 258 (Fingerprint Cards), through the 
Contracting Officer’s Representative, to: MDA Special Security, 5700 18th Street, Fort Belvoir, 
Virginia 22060-5573.

c. See the “For Official Use Only Controlled Unclassified Information Supplement” below 
for additional guidance on handling that information.

d. MDA Research, Development, and Acquisition Security reserves the right to conduct 
compliance inspections for the protection of For Official Use Only Controlled Unclassified 
Information.

2. Publicly Accessible Internet Websites: Contractors and subcontractor must receive written 
official public release approval for MDA BMDS information from MDA Public Affairs before 
that information is uploaded onto any respective computer system that provides public access via 
an Internet website.

Reference Item 12:

1. Proposed public disclosure of unclassified information relating to work under this contract 
shall be coordinated through the Organizational OPSEC Coordinator, to the MDA 
COR/IT CLIN COTR for submission to MDA Public Affairs for public release processing, 
ONLY information that has been favorably reviewed and authorized by MDA Public Affairs may 
be disclosed. Information developed after initial approval for public release must be submitted 
for re-review and processing.
2. Contemplated visits by public media representatives in reference to this contract shall receive prior approval from the MDA COR TM CLIN COTR and from MDA Public Affairs.


4. The contractor and all sub-contractors shall submit all requests NI T 45 days prior to need date and:
   
   
   b. Submit a completed TC Staff Summary Sheet (SSS) and MDA Form 3 (See Contract Section J, “Compliance and Reference Documents” Attachment, “Additional Security Procedures and Processes”) for each Public Release request (using the self-contained instructions) to the PCO for TC Staff Action Control Office (TC SACO) processing.

5. Contemplated visits by public media representatives in reference to this contract shall receive prior approval from the MDA PCO and from MDA Public Affairs.

6. A request from a foreign government, or representative thereof, including foreign contractors, for classified and or unclassified information in reference to this contract shall be forwarded to the PCO for coordination with MDA International Security for review and appropriate action.

Reference Item 14:

Critical Program information (CPI) and Critical Technologies (CT), will be identified by MDA and protected by the contractor to the standards articulated in DoD INST 5200.39, Incorporating Change 1, December 28, 2010 and the DTI 09-016, Incorporating Change 2, August 31, 2011 and implemented by a Program Protection Plan. If a Program Protection Implementation Plan is required, it shall be submitted by the contractor to MDA Research, Development, and Acquisition Security for review and approval.
FOR OFFICIAL USE ONLY/CONTROLLED UNCLASSIFIED
INFORMATION SUPPLEMENT

1. Definitions.

a. Automated Information System (AIS). An assembly of computer hardware, software, and firmware configured to automate functions of calculating, computing, sequencing, storing, retrieving, displaying, communicating, or otherwise manipulating data, information, or textual material.

b. Controlled Unclassified Information (CUI). Unclassified information which requires access and distribution limitations prior to appropriate coordination and an official determination by cognizant authority approving clearance of the information for release to one or more foreign governments or international organizations, or for official public release. Per DoD Manual 5200.01, Volume 4 it includes the following types of information: “For Official Use Only” (FOUO) in accordance with DoD 5400.7-R; “Sensitive But Unclassified” (State Department information); “DEA Sensitive Information” (Drug Enforcement Agency information); “DoD Unclassified Controlled Nuclear Information”; “Sensitive Information” as defined in the Computer Security Act of 1987; and information contained in technical documents (i.e., Technical Data) as discussed in DoD 5230.24, 5230.25, International Traffic in Arms Regulation (ITAR), and the Export Administration Regulations (EAR).

c. Dual Citizenship. A dual citizen is a citizen of two nations. For the purposes of this document, an individual must have taken an action to obtain or retain dual citizenship. Citizenship gained as a result of birth to non-U.S. parents or by birth in a foreign country to U.S. parents thus entitling the individual to become a citizen of another nation does not meet the criteria of this document unless the individual has taken action to claim and to retain such citizenship.

d. For Official Use Only (FOUO). FOUO is information that may be withheld from public disclosure under one or more of the 9 exemptions of the Freedom of Information Act (FOIA) (See DOD 5400.7-R). FOUO is not a form of classification to protect U.S. national security interests.

e. National of the United States. Title 8, U.S.C. Section 1101(a)(22), defines a National of the U.S. as:

(1) A citizen of the United States, or,

(2) A person who, but not a citizen of the U.S., owes permanent allegiance to the U.S.

NOTE: 8 U.S.C. Section 1401, paragraphs (a) through (g), lists categories of persons born in and outside the U.S. or its possessions that may qualify as Nationals and Citizens of the U.S. This subsection should be consulted when doubt exists as to whether or not a person can qualify as a National of the U.S.
f. **Personal Information.** Information about an individual that is intimate or private to the individual, as distinguished from information related to the individual’s official functions or public life.

g. **U.S. Person.** Any form of business enterprise or entity organized, chartered, or incorporated under the laws of the United States or its possessions and trust territories and any person who is a citizen or national (see National of the United States) of the United States, or permanent resident of the United States under the Immigration and Nationality Act.


2. **General.**

   a. The FOIA requires U.S. Government offices to disclose to any requestor information resident in U.S. Government files unless the information falls under one of 9 exemption categories. FOUO/CUI and other information may fall in this category. Mark such information as “For Official Use Only” (See Contract Section J, “Compliance and Reference Documents” Attachment, “Additional Security Procedures and Processes”)

   b. FOUO/CUI in the hands of contractors may not be released to the public by the contractor unless (a) the COR/TM/CLIN COTR concurs and (b) written approval has been provided by MDA/Public Affairs. Note: MDA/Public Affairs coordinates public release requests with MDA Research, Development, and Acquisition Security.

c. **Access:**

   (1) Access to FOUO/CUI must be limited to U.S. Persons (precludes access by individuals claiming dual citizenship without MDA/Special Security permission) or, in the case of technical data as defined by the ITAR, the access is covered by a Technical Assistance Agreement or other form of duly licensed export. This requirement does not apply to use of commercial off the shelf (COTS) equipment and services that do not have export limitations.

   (2) Non-Sensitive Positions (ADP/TT-III positions). Non-sensitive positions associated with FOUO/CUI are found at contractor facilities processing such information on their (contractor’s) unclassified computer systems. Personnel nominated to occupy ADP/TT-III designated positions (applies to any individual that may have access to FOUO/CUI on the contractor’s computer system) must have at least a National Agency Check (NAC) or contractor equivalent (company hiring practices reviewed and approved by MDA/Special Security). When "contractor equivalent" option is NOT authorized and there is no record of a valid investigation, the contractor shall contact MDA/Special Security at (571) 231-8459, and provide the requested information. MDA/Special Security will electronically notify the individual when they may enter e-QIP through the OPM portal. The individual will then enter information to complete the SF 85P, Questionnaire for Positions of Public Trust, electronically. It will be necessary to mail 2 DD Forms 258 (Fingerprint Cards), through the Contracting Officer’s Representative, to: MDA/Special Security, 5700 18th Street, Fort Belvoir, Virginia 22060-5573.
3. Identification Markings.

Within the Department of Defense CUI shall be marked as FOR OFFICIAL USE ONLY, with a DISTRIBUTION STATEMENT, and include the appropriate ITAR WARNING notice, as required and in accordance with the TC provided Marking Basics Flip-Book (See Contract Section J. “Compliance and Reference Documents” Attachment, “Additional Security Procedures and Processes”).

a. All declassified MDA information is “unclassified official government information” and requires official MDA Security and Policy Review prior to official public release.

b. E-mails and other electronic files shall be marked in the same fashion as described for documents above, to the maximum extent possible.

4. Handling.

a. During any temporary sojourn of U.S. Government Unclassified information outside of the contractor controlled work space (residence, telework facility, hotel), the material must be stored in a locked room, drawer, filing cabinet, briefcase, or other storage device, so that access to the material by unauthorized individuals (i.e., family members, hotel staff, etc.) is prevented whenever intended by the contract employee.

(1) Long term task driven deadlines (in excess of five days) or the need to be able to perform official work while in an extended travel status on contract-driven business, require extended access to MDA Unclassified information outside of “official” work spaces. When that happens, employees may request written approval from their supervisors to possess, work on, and store MDA Unclassified information in non-contractor facilities for a period of not more than thirty calendar days.

(2) Requests for extended possession, use, and storage of U.S. Government Unclassified information outside of “official” work spaces (periods in excess of 30 days) shall take the form of a Memorandum For Record (MFR) prepared by the employee, specifying the body of information to be removed by listing the: title or subject matter; Program, Project, or Task being supported; general volume and format of the information concerned; and projected date of return. Additionally, the MFR shall contain a signature block for the supervisor to sign and date when approval is granted.

(3) The availability of supervisory copies of MFRs as described in this section may be an inspection item during Security Program Reviews conducted by the MDA Research, Development, and Acquisition Security staff.

(4) The affected employee shall keep the originally signed MFR in validation of authorization granted for the agreed term of use. The supervisor shall maintain a copy of the MFR with employee records for the same term.
(5) Requested extensions of supervisory authorization for employee possession, use, and storage of MDA Unclassified information outside of “official” work spaces may be granted in incremental blocks of 30 days each so long as the work-related requirement continues.

(6) All affected employees authorized to possess, use, and store U.S. Government Unclassified information outside of “official” work spaces must return all U.S. Government Unclassified information to contractor control upon “task” completion. When such a return has been completed, the supervisor shall annotate the date that all items were returned. The supervisor’s copy shall be retained for a period of time, not to exceed one year.

b. The above excludes unclassified information of an administrative nature including necessary personnel recall rosters and official telephone lists which are needed by supervisors and employees to assure the physical security, safety, health, and general psychological well-being of the contractor work force.

5. Transmission/Dissemination/Reproduction

   a. Subject to compliance with official distribution statements, FOOUO markings (e.g., Export Control, Proprietary Data) and/or Non-Disclosure Agreements which may apply to individual items in question; authorized contractors, consultants and grantees may transmit disseminate FOOUO/CUI information to each other, other DoD contractors and DoD officials who have a legitimate need to know in connection with any DoD authorized contract, solicitation, program or activity. The government Procuring Contracting Officer (PCO) will confirm with the Contracting Officer’s Representative or Task Order Monitor “legitimate need to know” when required. The MDA/Chief Information Officer has determined that encryption of external data transmissions of FOOUO/CUI are now practical. The MDA/Chief Information Officer has stated that Public Key Infrastructure (PKI) and Public Key (PK) enabling technologies are available and cost effective. The following general guidelines apply:

   (1) In accordance with DoD Manual 5200.01, Volume 4, Enclosure 3, external electronic data transmissions of CUI/FOOUO shall be only over secure communications means approved for transmission of such information whenever practical. Encryption of e-mail to satisfy this requirement shall be in accordance with MDA Directive 8190.01, Electronic Collaboration with Commercial, Educational, and Industrial Partners, May 12, 2009, being accomplished by use of DoD approved Public Key Infrastructure Certification available from: http://iase.disa.mil/pki/eca/certificate.html or by the company’s participation in the “Federal Bridge. The MDA/Chief Information Officer, PKI Common Access Card (CAC) point of Contact is [b][6].

   (2) In accordance with DoD Manual 5200.01, Volume 4, Enclosure 3, external electronic transmissions of FOOUO/CUI shall only be over secure communications means approved for transmission of information whenever practical. Transmitting FOOUO/CUI via these means, without encryption requires prior written authorization by MDA/Chief Information Officer.
b. Failure of the contractor to encrypt FOUO CUI introduces significant risks to the BMDS mission. It is essential for the contractor to understand the risks and mitigation options that are available. The contractor must understand that failure to encrypt FOUO CUI carries with it certain risks to the mission. These risks can be mitigated with the thoughtful application of processes, procedures, and technology.

(1) Risks Include:
- Undermining our OPSEC efforts at a time that we begin to focus on implementing missile defense plans in Europe.
- The aggregation of FOUO CUI can communicate events and plans that may be classified (i.e., "classification by compilation").
- Not properly encrypting contributes to a lax security environment.

(2) Some of the available mitigation tools include:
- Approved DOD PKI CAC hardware token certificates or DOD trusted software certificates for encrypting data in transport
- Industry best practice of Virtual Private Network (VPN) Internet Protocol Security (IPSEC) for intra-organization transport
- Industry best practice of Secure Sockets Layer Portal Web Services for document sharing and storage
- Approved DOD standard solutions for encrypting data at rest
- Approved DOD E-Collaboration services via MDA Portal or Defense Information Systems Agency (DISA) Network Centric Enterprise Services (NCES)
- Any FIPS 140-2 validated encryption [e.g., IPSEC, Secure Sockets Layer Transport Layer Security (SSL-TLS), Secure Multipurpose Internet Mail Extensions (S/MIME)]
- Procure and employ Secure Telephone Equipment (STE)
- Procure and employ secure facsimile (FAX) capability
- Utilize secure VTC capabilities
- Hand-carry FOUO CUI
- Utilize mailing through U.S. Postal Service
- Utilize overnight express mail services.

c. The MDA CIO has taken the position that encryption technologies are readily available, easy to obtain, inexpensive, and practical to implement. Therefore, if the contractor believes there are performance locations identified that cannot encrypt FOUO CUI, the contractor will provide within 120 days of contract signing, a list of those locations along with explanation as to why encryption is not practical. This list will be provided to the PCO and COR TM CWIN COTR for transmission to MDA Chief Information Officer and MDA Research, Development, and Acquisition Security. The MDA Chief Information Officer will determine the acceptability of contractor submissions and will notify the PCO of any decisions regarding encryption.
d. FOUO CUI shall be processed and stored internally on Automated Information Systems (AIS) or networks 1) when distribution is to an authorized recipient and 2) if the receiving system is protected by either physical isolation or a password protection system. Holders shall not use general, broadcast, or universal e-mail addresses to distribute FOUO CUI. Discretionary access control measures may be used to preclude access to FOUO CUI files by users who are authorized system users, but who are not authorized access to FOUO CUI. External transmission of FOUO CUI shall be secured using NIST-validated encryption.

e. The World Wide Web shall be equated with "Public Access." Information must be reviewed by MDA Public Affairs and officially approved for public release before it is placed on publicly-accessible Web pages or electronic bulletin boards. Contractor personnel who maintain and post information on websites or web logs (BLOGS), and who provide OPSEC reviews of such, should receive OPSEC Awareness information that specifically addresses DoD guidance associated with these activities.

f. Do not mark shipping containers as containing CUI or FOUO.

g. Reproduction of FOUO CUI may be accomplished on unclassified copiers within designated government or contractor reproduction areas.

6. Storage. During working hours, FOUO CUI shall be stored in a manner that limits access by persons who do not have an official need for the information. During non-working hours and when internal building security is provided, FOUO CUI may be filed with other unclassified records in unlocked files or desks. When there is no internal building security, locked buildings or rooms provide adequate after-hours protection, or the material can be stored in locked receptacles such as cabinets, desks, or bookcases.

7. Disposition.

a. When no longer needed, FOUO CUI shall be destroyed in a manner to reasonably assure destruction beyond recognition and reconstruction. The following destruction methods are authorized: burning; pulping; pulverizing; shredding; or tearing by hand. If tearing, cutting by hand, the minimum standard is a maximum tear cut width of one-half of an inch.

b. Removal of the FOUO CUI status can only be accomplished by the government originator. The MDA COR TM CLIN COTR shall review and or coordinate with proper authority the removal of FOUO CUI status for information in support of contract activity.
Medium Range Ballistic Missile Targets

Attachment 21 – Common Payload Interface Control Document (ICD)
Pages 1432 – 1483

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Under Exemption (b)(5)
Medium Range Ballistic Missile Targets

Attachment 22 – Associated Objects (AO) Interface Control Document (ICD)
Pages 1485 – 1486

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Pages 1521

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Under Exemption (b)(5)
Medium Range Ballistic Missile Targets

Attachment 23 – OCI Policy
POLICY MEMORANDUM NO. 51

MEMORANDUM FOR DEPUTIES AND STAFF DIRECTORS, MDA

SUBJECT: Organizational Conflicts of Interest

This memorandum establishes the Missile Defense Agency’s policies pertaining to organizational conflicts of interest (OCIs).

OCIs can deprive the Agency of the independent, objective advice of its supporting contractors. OCIs occur when a contractor may be unable to provide impartial advice or assistance, when its objectivity in performing a contract is impaired, or when it may obtain an unfair competitive advantage. A contractor can obtain an unfair competitive advantage by obtaining access to non-public information (to include proprietary, budgetary, and acquisition planning information) or when it is in a position to favor its own products or services. Key OCI principles have been promulgated in Federal Acquisition Regulation (FAR) Subpart 9.5 and have been enforced by protest decisions of the Government Accountability Office and the Court of Federal Claims. Consequently, it is critical that the Agency adhere to these processes and procedures in the FAR and this policy.

As a general policy, contractors which provide advisory and assistance services to the Agency, particularly in the engineering, acquisition support, and the quality functional areas, cannot develop or support the development of the Agency’s research and development (R&D) efforts. This separation of contractual responsibilities is critical to ensuring the Agency obtains the independent, objective advice it requires, particularly in establishing requirements for our major R&D efforts and in evaluating the performance of contractors which perform those requirements. While some contractors may be able to provide subcontracting services to the Agency, their prime contractors will be required to demonstrate that the involvement of these subcontractors will not constitute an OCI or place them in a position of evaluating the services or performance of our developmental contractors.

As the head of the Agency, I retain the authority to grant waivers of bias-type OCIs. I intend to exercise that authority in very limited circumstances and only when in the government’s interest. Generally, temporary OCI waivers will be considered on a case-by-case basis for no more than six months to permit contractors to divest themselves of existing contracts or business units after contract award.
To preserve the integrity of our source selections, all participants shall be free from personal financial interests, to include those of members of their household, in any competitors. Contractors and members of Federally Funded Research and Development Centers that will have access to proprietary information shall similarly have no financial interests in any of the competitors and be free of all OCIs.

All Agency personnel shall take appropriate measures to prevent our supporting contractors from obtaining unfair competitive advantages by virtue of their access to nonpublic information. Discussions and development of acquisition strategy will be limited to an appropriate number of personnel. Contractors will be required to establish internal firewalls and organizational separations to ensure that only employees supporting the Agency have access to nonpublic and sensitive Agency information, and that such information is not provided to other contractor employees or officials, unless the information is available publicly or its transmittal is authorized by the supporting contracting officer.

As the FAR vests responsibility for identifying, mitigating, and resolving OCIs in our contracting officers, I expect all personnel to coordinate OCI issues with respect to specific procurements with their supporting contracting officers and legal counsel.

My point of contact for specific issues regarding OCIs in the Office of General Counsel is [redacted] who can be reached at [redacted] or [redacted]

[Signature]

PATRICK J. O'REILLY
Lieutenant General, USA
Director
Pages 1529 – 1530

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Under Exemption (b)(4)